



DAVID E. JANSSEN  
Chief Administrative Officer

County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**  
Risk Management Branch

3333 Wilshire Boulevard, Suite 820 • Los Angeles, California 90010  
(213) 351-5346 • (213) 252-0405 Fax  
<http://cao.co.la.ca.us>

Board of Supervisors  
GLORIA MOLINA  
First District

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Third District

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Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

December 9, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES  
(ALL DISTRICTS AFFECTED) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award and instruct the Chairman to execute the attached Master Agreement with nine risk management and insurance consulting firms on the attached list (Attachment 1), effective January 1, 2004 through December 31, 2006, for a term of three years.
2. Authorize the Chief Administrative Officer to add qualified consultants to the Master Agreement on an annual basis throughout the term of the Master Agreement.
3. Authorize the Chief Administrative Officer to execute Work Order Requests for services to be provided under the Master Agreement.
4. Instruct the Auditor-Controller to make payment for services under the Master Agreement from the respective General, Special, Enterprise Fund or Trust Fund, as appropriate, upon authorization and validation by the Chief Administrative Officer.

5. Authorize the Chief Administrative Officer to execute future amendments to add and delete services and to approve necessary changes to scope of services as needed.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this recommendation is to replace the existing Master Agreement which is scheduled to expire on December 31, 2003. The Chief Administrative Office (CAO) has utilized a Risk Management and Insurance Consulting Master Agreement to provide professional services of a panel of independent risk management and insurance consultants on an "as needed" basis since 1997.

The new Risk Management and Insurance Consulting Master Agreement will continue services to the CAO for an additional three year period through December 2006. Services will be available from consultants specializing in one or more of the services listed on Attachment 2.

### **Implementation Of Strategic Plan Goals**

The implementation of the Master Agreement is consistent with the County of Los Angeles' (County) Strategic Plan Goal of Fiscal Responsibility. The Master Agreement will assist the County in effectively managing its resources by providing a list of pre-qualified consultants who have already agreed upon all terms and conditions as required by the County regarding its contracting requirements with outside firms.

### **FISCAL IMPACT/FINANCING**

Funds will only be expended when consulting services are needed to complete an individual project. Costs will be charged to the appropriate General, Special, Enterprise or Trust Fund, and funding for such services is available in the 2003-2004 Insurance Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Master Agreement will become effective January 1, 2004, after the current Master Agreement expires. The term of the Master Agreement is for three years with no renewal options. The terms and conditions of the Master Agreement have been approved as to form by County Counsel.

Projects will be assigned to consultants based on a competitive proposal process, through issuance of Work Order Requests. Proposals from consultants will be rated by a County evaluation committee, and the project awarded to the consultant submitting the most cost-effective and qualified proposal.

The County may terminate the Master Agreement with a ten (10) calendar day prior written notice. The Master Agreement also contains provisions that limit the County's obligation if funding is not appropriated by the Board of Supervisors for each year of the contract term. This Master Agreement does not include a cost of living increase.

Living Wage Program requirements do not apply to this non-Proposition A contract. The Master Agreement meets all applicable County contracting requirements.

### **CONTRACTING PROCESS**

An extensive Request for Proposals (RFP) process was initiated on August 11, 2003. The RFP was advertised in major newspapers and posted on the "Doing Business with the County" website (Attachment 3); the County Website information also was mailed to over 110 firms with Insurance, Occupational Health, Short Term and Long Term Disability, Loss Control and Prevention, Workers Compensation Claims and Risk Management Information Systems expertise.

Fourteen proposals were received and evaluated by a committee composed of CAO staff. All 14 firms met or exceeded the County's minimum experience requirements. A Master Agreement was successfully negotiated with nine of the 14 firms, including a Minority/Women Owned firm currently certified as a Community Business Enterprise (CBE) by the County. The CBE information forms are included in Attachment 4.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Utilization of specialized risk management and insurance consultants will assist the County in developing, implementing and maintaining quality, cost effective risk management and insurance programs.

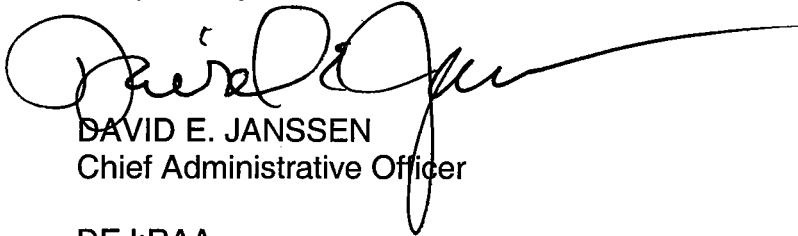
Honorable Board of Supervisors  
December 9, 2003  
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## **CONCLUSION**

Access to risk management and insurance consultants possessing a variety of unique specializations, expertise and resources will assist the County in evaluating and improving the quality and cost effectiveness of its insurance and risk management programs.

Please sign three copies of the attached Master Agreements and return two copies to the CAO Risk Management Branch, attention Rocky Armfield, County Risk Manager.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'David E. Janssen', with a long horizontal flourish extending to the right.

DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:RAA  
DU:MM

Attachments

c: County Counsel  
Auditor-Controller

G/MM/Master Agreement Board Letter2003



List of Master Agreements

1. The Kilbourne Company  
12526 High Bluff Drive, Suite 235  
San Diego, CA 92130
2. Warren, McVeigh & Griffin  
1420 Bristol Street North, Suite 220  
Newport Beach, CA 92660
3. E H & S Resources, Inc.  
P.O. Box 18538  
Long Beach, CA 90807
4. Health Science Associates  
10771 Noel St.  
Los Alamitos, CA 90720
5. ARMTech  
1901 Main Street, Suite 420  
Irvine, CA 92614
6. Kellogg – Cutler – Yenchek  
330 E. Charleston Blvd.  
Las Vegas, NV 89104
7. Shelter Island Risk Services  
51 Tuthill Drive, P.O.Box 568  
Shelter Island, NY 11964
8. IHM (Industrial Hygiene Management)  
122A E. Foothill Blvd., #330  
Arcadia, CA 91006
9. Woodward, Alpert & Associates  
1651 E. 4<sup>th</sup> Street, Suite 234  
Santa Ana, CA 92701

# COUNTY OF LOS ANGELES



## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES With The Kilbourne Company

January 2004 to December 31, 2006

Prepared by:  
Chief Administrative Office (CAO)  
Risk Management Operations  
Delta Uyenoyama, Chief

COUNTY OF LOS ANGELES  
MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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## **MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES**

This MASTER AGREEMENT (hereafter sometimes referred to as ("Master Agreement")) is entered into by and between the County of Los Angeles (hereafter "County") and The Kilbourne Company (hereafter "Contractor"), to provide County with as needed risk management and insurance consulting services (hereafter "Consulting Services").

### **1.0 APPLICABLE DOCUMENTS**

This Agreement, Attachment A to this Agreement, and the exhibits listed below form the entire Agreement between the parties. Any conflict in the terms of the Agreement shall be resolved by giving preference first to the provisions of the Agreement and its Attachment A, then the Request for Proposals, then the Contractor's Proposal.

#### **EXHIBITS**

- A. Request for Proposals (RFP) for Risk Management and Insurance Consulting Services released August 11, 2003.
- B. Proposal of Contractor received by County's amended due date of September 25<sup>th</sup>, 2003 for receipt of proposals.

### **2.0 DEFINITIONS**

- 2.1 Master Agreement: Agreement entitled "Master Agreement for Risk Management and Insurance Consulting Services" which sets forth the terms and conditions for the issuance and performance of subsequent Work Orders relating to County's commercial and self-insurance programs and risk management information system.
- 2.2 Work Order: Subordinate agreement executed pursuant to this Master Agreement, for performance of a specific project/task which the Chief Administrative Officer has determined can be best performed by a Master Agreement Contractor.
- 2.3 Master Agreement Contractor: Any consultant that qualifies and has entered into a Master Agreement with the County.
- 2.4 Work Order Request: Solicitation of proposals by County to Master Agreement Contractors for a specific project/task. The Work Order Request will describe in detail the specific project/task, including but not limited to, the scope of work, completion date and other requirements.

- 2.5 Statement of Work: A written description of project/task and deliverables desired by County for each specific Work Order.
- 2.6 County's Commercial Insurance Program: Programs which the County has purchased or may purchase via a policy of insurance from an underwriter or group of underwriters to provide coverage for specified risk exposure(s).
- 2.7 County's Self-Insurance Program: Programs in which the County self-funds its liability losses in lieu of purchasing commercial insurance coverage.
- 2.8 Risk Management Information System: An automated electronic database and reporting system which supports claims administration, financial, statistical and loss prevention functions performed by the County and its third party claims administrators.
- 2.9 Workers' Compensation: Primary objective of the program to provide all Workers' compensation benefits required under State law to injured County employees on a timely basis, and at the least possible cost to the County.
- 2.10 Occupational Health Programs: Establishment and administration of a comprehensive program to include as required; medical, psychological evaluations, counseling, preventative medicine and wellness programs, development and implementation of policies and procedures for specialized countywide health and safety programs.
- 2.11 STD and LTD Programs: Early Return to Work Program was established to conserve human resources by returning ill or injured employees to work as soon as possible. Long Term Disability provides income benefits to employees who are expected to be disabled from the job six months or more.

### 3.0 **COUNTY'S PROGRAM MANAGER**

The County's Program Manager for this Agreement shall be the Chief Administrative Officer (CAO). The County's Program Manager has express authority to execute all Work Orders for County under this Agreement. All work performed under this Agreement shall be subject to the approval of the County Program Manager or his designee(s), who shall be responsible for ongoing evaluation of Contractor's performance and have full authority to direct the Contractor in areas relating to policy, procedures and other matters within the purview of this Agreement.

#### 4.0 **CONTRACTOR'S MANAGERS**

Contractor's Contract Manager shall be:

Frederick W. Kilbourne, President  
The Kilbourne Company  
12526 High Bluff Drive, Suite 235  
San Diego, CA 92130

Telephone: (858) 793-1300

Fax: (858) 793-1307

The Contract Manager shall have overall responsibility for the performance of Contractor's activities under this Agreement and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this Agreement.

A specific Project Manager shall be designated in response to a Work Order Request and will be responsible for the day-to-day activities related to the Work Order. The designated Project Manager will report to County in the manner set forth in the Work Order. The designated Project Manager shall be a full-time employee of Contractor, and any replacement of the Project Manager shall be subject to written approval by County's Program Manager.

#### 5.0 **CONTRACTOR PERSONNEL**

The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Work Order's Statement of Work. The Contractor will ensure that its staff possess the required professional licenses and certificates, if any, required by State of California. Except for events beyond the Contractor's control or when mutually agreed to, personnel assigned to a Work Order will remain assigned until the Work Order is completed. The Contractor will make every attempt to immediately fill the vacant position with a qualified person however, if the position remains vacant for more than five working days, the County may assess liquidated damages against the Contractor.

The County reserves the right to approve or disapprove any of the Contractor's assigned personnel or any proposed changes in the Contractor's personnel and to require replacement of the Contractor's personnel under a Work Order. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

**6.0 TYPE OF CONSULTANT SERVICES**

Consultation involving one or more of the following professional specializations may be needed by the County:

- 6.1 Commercial Insurance - Specialists in the areas of property, casualty and disability insurance. This might require professionals such as brokers, underwriters and claims adjusters.
- 6.2 Self-Insurance - Specialists in the areas of auto, general and professional liability self-funded programs, including obtaining annuities for structured settlements. This might include actuaries, claims and legal defense administrators, loss prevention, annuity, and fraud experts.
- 6.3 Information Systems - Specialists in the area of risk management information systems. This might include systems analysts, software programmers and trainers.
- 6.4 Workers' Compensation - Specialists in areas of claims administration, vocational rehabilitation services, and return to work administration. This requires professionals such as claims and legal administrators, claims adjusters, vocational rehabilitation counselors, return-to-work/ STD and LTD experts, structured settlement experts, medical management consultants and actuaries.
- 6.5 Occupational Health Programs - Specialists in areas of board-certified occupational health physicians to assist in addressing key occupational health issues which could include, but is not limited to the development or revision of occupational health program policy, procedures and protocol; advise on occupational health and related issues; conduct specialized research; confer with medical and professional personnel; consult in planning and directing occupational health program; meet and confer as needed.
- 6.6 Risk Management Training - Specialists in the area of risk management with the ability to provide seminars and training sessions for County personnel concerning claim and risk control issues.

**7.0 ASSIGNMENT OF WORK ORDERS**

The following describes the normal process to be utilized to select and award a Work Order for a given project. However, at the sole discretion of the County's Program Manager, a Work Order may be awarded directly to a specific consultant.



7.1 Project Initiation/Work Order Request

The County Program Manager will determine when a project can best be performed by a Master Agreement Contractor and will issue a Work Order Request to all Master Agreement Contractors on the panel qualified for the type of consultant service. The Work Order Request will include a detailed description of the scope of work, deliverables, completion dates, and any other specified requirements in the Statement of Work.

7.2 Proposal Submission

Interested Master Agreement Contractors will submit proposals which must include at a minimum the following:

7.2.1 A detailed approach to the project with a full description of the methodology to be employed and a timetable for project completion.

7.2.2 Resumes of proposed personnel, including the project manager who will be responsible for coordination of the project, supervisory personnel and other staff to be assigned to the project.

7.2.3 A description of the consultant's experience and capabilities.

7.2.4 A total cost to complete the project, itemizing the number of hours and cost by job classification for the staff participating in the project, at an hourly rate equal to or below those in the consultant's Master Agreement.

7.3 Evaluation/Selection

An evaluation committee will evaluate and score the proposals based on factors which may include, but not necessarily be limited to, the following:

7.3.1 Quality of Work Plan

7.3.2 Experience of Personnel and the Firm

7.3.3 Work Schedule and Completion Date

7.3.4 Project Costs

These factors may be weighted depending upon the type of project being evaluated. The County Program Manager or his designee may negotiate with the firm receiving the highest score for any additional services or enhancements to the Work Order. The Master Agreement Contractor who

receives the highest score will be recommended to the County's Program Manager who is authorized to execute the Work Order.

8.0 **WORK ORDER**

The Contractor shall fully perform, complete and deliver as required, all tasks, deliverables, reports, services and other work as set forth in each Work Order. The Contractor shall perform the services within the agreed upon cost, and any cost in excess of the agreed cost shall be the responsibility of the Contractor.

The Contractor agrees that should work be performed outside the scope of any Work Order without the prior written approval of the County's Program Manager, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against County.

In the event of any conflict between any provision in a Work Order and the terms of this Master Agreement, the Work Order will prevail.

9.0 **TERM**

9.1 The term of the Master Agreement shall commence the first business day following award by the Board of Supervisors and shall continue in full force and effect until December 31, 2006. The Contractor's delivery of services hereunder shall commence at a date mutually agreeable to the parties but in no event shall the implementation date be later than December 31, 2006.

9.2 In the event of expiration or prior termination of the term of this Agreement, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

10.0 **CONTRACT SUM**

Funds will only be expended when consulting services are needed to complete an individual project. Payments made for work completed will be charged to the appropriate General, Special and/or Enterprise Fund. Funding is available for this purpose in the applicable 2003-2004 Budgets. Funds for payment of work performed in the future fiscal years will be subject to appropriation by the County Board of Supervisors.

11.0 **INVOICES AND PAYMENT**

The Contractor fees shall be payable on a time and expense basis, however, rates will not exceed rates quoted for personnel and other costs listed in Attachment A, Contractor Fees, hereunder. The Contractor Fees shall include all applicable

taxes, and any additional taxes that are not included remain the responsibility of the Contractor. The Contractor shall submit an invoice to the County Program Manager for approval and payment within 30 days upon receipt of invoice. County will withhold ten percent (10%) of all approved progress payments until the final Contractor report is accepted.

## 12.0 **APPROVAL OF WORK**

All tasks, deliverables, services or other work performed by the Contractor for any Work Order issued is subject to the written approval of the County Program Manager or his designee. Approval or rejection of deliverable(s) will not be unreasonably withheld and in no instance will exceed more than four (4) weeks from receipt of the deliverable by the County.

## 13.0 **CHANGES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Master Agreement and any other provisions of this Master Agreement. All changes shall be accomplished as follows:

### 13.1 **Master Agreement Changes**

For any changes which affect the scope of work, term, payments, or any provision included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.

For any change which does not affect the scope of work, term, payments, or any provision included in this Master Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

### 13.2 **Work Order Changes**

Changes affecting the Statement of Work or maximum dollar amount of any Work Order shall be accomplished by a Work Order Amendment executed by the County's Program Manager or his designee and Contractor's Contract Manager.

Changes extending the period of performance or changes affecting Contractor's project personnel, shall be accomplished by written notification from the Contractor's Project Manager, and acceptance or rejection by the County's Program Manager or his designee.

**14.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 14.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a ten (10) day prior written Notice of Termination specifying the extent to which the work is terminated and the date upon which such termination becomes effective. Said notice of Termination shall be given by the County Program Manager.
- 14.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:
  - 14.2.1 Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 14.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
  - 14.2.3 Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.
  - 14.2.4 In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due the County.
- 14.3 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under

this Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

**15.0 RECORD RETENTION AND INSPECTION**

Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is later.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such other location in the County as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a one hundred (100) mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

**16.0 ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT**

If, at any time during the term of this Agreement or four (4) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments hereunder to the Contractor.

If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.

**17.0 LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

**18.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.

**19.0 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

**20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

**20.1 Evidence of Insurance or Comparable Self-Insurance Program:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Delta Uyenoyama, Chief  
Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this Agreement.
- 20.1.2 Clearly evidence all coverages required in this Agreement.
- 20.1.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 20.1.4 Include copies of the additional insured endorsement, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

**20.2 Insurer Financial Ratings:** County recognizes that Contractor maintains a self-insurance program.

**20.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

**20.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- 20.4.1 any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

- 20.4.2 any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
  - 20.4.3 any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
  - 20.4.4 any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- 20.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 20.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- 20.6.1 Contractor providing evidence of insurance covering the activities of sub-contractors, or
  - 20.6.2 Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

### 21.0 **INSURANCE COVERAGE REQUIREMENTS**

- 21.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- |  |             |
|--|-------------|
| General Aggregate :                      | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury :        | \$1 million |
| Each Occurrence:                         | \$1 million |
- 21.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".



- 21.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 21.4 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

## 22.0 **BASIC HEALTH INSURANCE AND BENEFITS**

The Contractor will provide basic health coverage for employees of the Contractor who perform work under the provisions of this Agreement.

## 23.0 **COVENANT AGAINST FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## 24.0 **GOVERNING LAWS AND VENUE**

This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any application statute, regulation, or any other law which occurs after the effective date of this Agreement.

When an action is brought by either party to this Agreement, the action shall be brought in the Central District of the Los Angeles County Superior Court or the Central Civil Division of the Los Angeles Municipal Court.

#### **25.0 COMPLIANCE WITH LAWS**

25.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

25.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations and ordinances.

#### **26.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

26.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

26.2 In the event the Agreement is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.

26.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."

27.0 **NONEXCLUSIVE AGREEMENT**

This is a nonexclusive Agreement. The County reserves the right to contract with any and all successful proposers for the same or similar services.

28.0 **DELEGATION AND ASSIGNMENT**

The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.

28.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's request to the County, for approval to enter into a subcontract shall include:

28.1.1 A description of the services to be provided by a proposed subcontractor.

28.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

28.1.3 The proposed subcontract amount, together with the Contractor's cost or price analysis thereof. Subcontractor's hourly rate shall not exceed the hourly rates approved for Contractor by County.

28.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

28.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

29.0 **TERMINATION FOR IMPROPER CONSIDERATION**

The County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in

any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### 30.0 **DISCLOSURE OF INFORMATION**

The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law.

However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:

30.1 The Contractor shall develop all publicity material in a professional manner.

30.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the County without the County's prior consent.

30.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

### 31.0 **NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give

notice thereof, including all relevant information with respect thereto, to the other party.

32.0 **VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

33.0 **WAIVER**

No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

34.0 **NOTICES**

34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated at the address set forth on page two of this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Delta Uyenoyama, Chief  
Risk Management Operations, CAO  
County of Los Angeles  
3333 Wilshire Blvd, Suite 820  
Los Angeles, California 90010

34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.

35.0 **NON-DISCRIMINATION IN EMPLOYMENT**

35.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 35.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 35.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 35.4 The Contractor shall allow the County's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 35.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

36.0 **NON-DISCRIMINATION IN SERVICES**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.

- 36.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage

or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.

36.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.

**37.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Sub chapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

**38.0 CONFLICT OF INTEREST**

The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Agreement.

**39.0 CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and Confidentiality Agreement" (Part D, Exhibit 8 of the RFP). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.

If Contractor does not wish to submit the signed Confidentiality Agreement, Contractor is still responsible for any wrongful dissemination of confidential information by it's employees, whether occurring within the course of employment or outside the course of employment.

40.0 **AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

41.0 **MERGER**

This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

42.0 **LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

43.0 **CONTRACTOR'S OFFICE**

The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location at least ten (10) calendar days prior to the effective date thereof, and secure the County Program Manager's approval.

44.0 **UNLAWFUL SOLICITATION**

44.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

44.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and



Confidentiality Agreement" (Part D, Exhibit 8 of the RFP).

**45.0 IMPROPER ACTS OR FAILURE TO ACT**

The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this Agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.

Contractor shall not be required to reimburse County if Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.

**46.0 COUNTY LOBBYIST ORDINANCE**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**47.0 COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

The County retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

**48.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

49.0 **CONSIDERATION OF HIRING PARTICIPANTS OF THE GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the position. The County will refer GAIN participants by job category to the Contractor.

50.0 **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

51.0 **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

52.0 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53.0 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

54.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

54.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

54.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

54.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

54.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail it self of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

54.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

54.7 These terms shall also apply to subcontractors of County Contractors.

55.0 **CYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

56.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Division shall be grounds upon which County Board of Supervisors may terminate this agreement pursuant to Paragraphs 26.0, "Termination for Default of Contractor".

57.0 **COMPLIANCE WITH JURY SERVICE PROGRAM**

57.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.2 Written Employee Jury Service Policy:

- 57.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 57.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. The lesser number is recognized industry standard as determined by the County, or 2. Contractor has a long-standing practice that defines the lesser number of hours as full time. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Services Program shall be attached to the agreement.
- 57.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

57.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

58.0 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

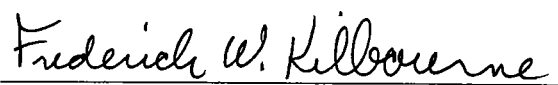
By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive  
Officer-Clerk of the Board of  
Supervisors of the County of  
Los Angeles


By \_\_\_\_\_  
Deputy

CONTRACTOR'S NAME

By \_\_\_\_\_  
  
Frederick W. Kilbourne, President  
The Kilbourne Company

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By   
Donovan Main  
Chief Deputy, County Counsel

**ATTACHMENT A**  
**CONTRACTOR FEES**

csr:g:RM ConsultMAFORMAT03..rev



## **Part 4 - Proposal Information**

### **CONTRACTOR FEES**

#### **Type of Project**

This pricing information is for actuarial studies.

#### **Billing Rates**

##### **Personnel Costs:**

Job Classification	Hourly Rates for Fiscal Year July 1 – June 30		
	2004	2005	2006
President – Sr. Actuary	400	400	400
Actuary	300	300	300
Staff	150	150	150
Clerical	100	100	100

The above rates include the costs of travel to Los Angeles County, parking and meals while traveling, photocopying and faxing.

**CHIEF ADMINISTRATIVE OFFICE  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
MAXIMUM EXPENSE RATES**

Photocopy/Fax	Meals*	Airport Parking	Mileage	Lodging
N/A ¢ per page up to 5,000 10¢ for each page at page 5,000 and over  - OR -  15¢ per page for any and all copies	Breakfast \$10.00  Lunch \$12.75  Dinner \$32.25  Daily Maximum \$43.50	Burbank \$5.00  John Wayne \$12.00 (Auxiliary Lot)  LAX \$10.00 (Lot - C)  Ontario \$12.00 (Lots 2 & 4) \$6.00 (Lot S) &9.00 (Lot 3)  Long Beach \$6.00  Porterage per day \$1.00	In Southern California:  New County Rate for all Miles: \$.325	\$165.50 per night with voucher single-occupancy plus hotel taxes  \$20.00 per night without voucher

• Meals and lodging are reimbursable only as pre-authorized by County Program Manager.

# COUNTY OF LOS ANGELES



## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES With Warren, McVeigh & Griffin, Inc.

January 2004 to December 31, 2006

Prepared by:  
Chief Administrative Office (CAO)  
Risk Management Operations  
Delta Uyenoyama, Chief

COUNTY OF LOS ANGELES  
MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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## **MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES**

This MASTER AGREEMENT (hereafter sometimes referred to as ("Master Agreement")) is entered into by and between the County of Los Angeles (hereafter "County") and Warren, McVeigh & Griffin (hereafter "Contractor"), to provide County with as needed risk management and insurance consulting services (hereafter "Consulting Services").

### **1.0 APPLICABLE DOCUMENTS**

This Agreement, Attachment A to this Agreement, and the exhibits listed below form the entire Agreement between the parties. Any conflict in the terms of the Agreement shall be resolved by giving preference first to the provisions of the Agreement and its Attachment A, then the Request for Proposals, then the Contractor's Proposal.

#### **EXHIBITS**

- A. Request for Proposals (RFP) for Risk Management and Insurance Consulting Services released August 11, 2003.
- B. Proposal of Contractor received by County's amended due date of September 25<sup>th</sup>, 2003 for receipt of proposals.

### **2.0 DEFINITIONS**

- 2.1 Master Agreement: Agreement entitled "Master Agreement for Risk Management and Insurance Consulting Services" which sets forth the terms and conditions for the issuance and performance of subsequent Work Orders relating to County's commercial and self-insurance programs and risk management information system.
- 2.2 Work Order: Subordinate agreement executed pursuant to this Master Agreement, for performance of a specific project/task which the Chief Administrative Officer has determined can be best performed by a Master Agreement Contractor.
- 2.3 Master Agreement Contractor: Any consultant that qualifies and has entered into a Master Agreement with the County.
- 2.4 Work Order Request: Solicitation of proposals by County to Master Agreement Contractors for a specific project/task. The Work Order Request will describe in detail the specific project/task, including but not limited to, the scope of work, completion date and other requirements.

- 2.5 Statement of Work: A written description of project/task and deliverables desired by County for each specific Work Order.
- 2.6 County's Commercial Insurance Program: Programs which the County has purchased or may purchase via a policy of insurance from an underwriter or group of underwriters to provide coverage for specified risk exposure(s).
- 2.7 County's Self-Insurance Program: Programs in which the County self-funds its liability losses in lieu of purchasing commercial insurance coverage.
- 2.8 Risk Management Information System: An automated electronic database and reporting system which supports claims administration, financial, statistical and loss prevention functions performed by the County and its third party claims administrators.
- 2.9 Workers' Compensation: Primary objective of the program to provide all Workers' compensation benefits required under State law to injured County employees on a timely basis, and at the least possible cost to the County.
- 2.10 Occupational Health Programs: Establishment and administration of a comprehensive program to include as required; medical, psychological evaluations, counseling, preventative medicine and wellness programs, development and implementation of policies and procedures for specialized countywide health and safety programs.
- 2.11 STD and LTD Programs: Early Return to Work Program was established to conserve human resources by returning ill or injured employees to work as soon as possible. Long Term Disability provides income benefits to employees who are expected to be disabled from the job six months or more.

### 3.0 **COUNTY'S PROGRAM MANAGER**

The County's Program Manager for this Agreement shall be the Chief Administrative Officer (CAO). The County's Program Manager has express authority to execute all Work Orders for County under this Agreement. All work performed under this Agreement shall be subject to the approval of the County Program Manager or his designee(s), who shall be responsible for ongoing evaluation of Contractor's performance and have full authority to direct the Contractor in areas relating to policy, procedures and other matters within the purview of this Agreement.

#### 4.0 **CONTRACTOR'S MANAGERS**

Contractor's Contract Manager shall be:

C.C. "Bud" Griffin, CPCU, President  
Warren, McVeigh & Griffin, Inc.  
1420 Bristol Street North, Suite 220  
Newport Beach, CA 92660

Telephone: (949) 752-1058

Fax: (949) 955-1929

Email: [www.griffincom.com](http://www.griffincom.com)

The Contract Manager shall have overall responsibility for the performance of Contractor's activities under this Agreement and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this Agreement.

A specific Project Manager shall be designated in response to a Work Order Request and will be responsible for the day-to-day activities related to the Work Order. The designated Project Manager will report to County in the manner set forth in the Work Order. The designated Project Manager shall be a full-time employee of Contractor, and any replacement of the Project Manager shall be subject to written approval by County's Program Manager.

#### 5.0 **CONTRACTOR PERSONNEL**

The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Work Order's Statement of Work. The Contractor will ensure that its staff possess the required professional licenses and certificates, if any, required by State of California. Except for events beyond the Contractor's control or when mutually agreed to, personnel assigned to a Work Order will remain assigned until the Work Order is completed. The Contractor will make every attempt to immediately fill the vacant position with a qualified person however, if the position remains vacant for more than five working days, the County may assess liquidated damages against the Contractor.

The County reserves the right to approve or disapprove any of the Contractor's assigned personnel or any proposed changes in the Contractor's personnel and to require replacement of the Contractor's personnel under a Work Order. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.



## 6.0 **TYPE OF CONSULTANT SERVICES**

Consultation involving one or more of the following professional specializations may be needed by the County:

- 6.1 Commercial Insurance - Specialists in the areas of property, casualty and disability insurance. This might require professionals such as brokers, underwriters and claims adjusters.
- 6.2 Self-Insurance - Specialists in the areas of auto, general and professional liability self-funded programs, including obtaining annuities for structured settlements. This might include actuaries, claims and legal defense administrators, loss prevention, annuity, and fraud experts.
- 6.3 Information Systems - Specialists in the area of risk management information systems. This might include systems analysts, software programmers and trainers.
- 6.4 Workers' Compensation - Specialists in areas of claims administration, vocational rehabilitation services, and return to work administration. This requires professionals such as claims and legal administrators, claims adjusters, vocational rehabilitation counselors, return-to-work/ STD and LTD experts, structured settlement experts, medical management consultants and actuaries.
- 6.5 Occupational Health Programs - Specialists in areas of board-certified occupational health physicians to assist in addressing key occupational health issues which could include, but is not limited to the development or revision of occupational health program policy, procedures and protocol; advise on occupational health and related issues; conduct specialized research; confer with medical and professional personnel; consult in planning and directing occupational health program; meet and confer as needed.
- 6.6 Risk Management Training - Specialists in the area of risk management with the ability to provide seminars and training sessions for County personnel concerning claim and risk control issues.

## 7.0 **ASSIGNMENT OF WORK ORDERS**

The following describes the normal process to be utilized to select and award a Work Order for a given project. However, at the sole discretion of the County's Program Manager, a Work Order may be awarded directly to a specific consultant.

7.1 Project Initiation/Work Order Request

The County Program Manager will determine when a project can best be performed by a Master Agreement Contractor and will issue a Work Order Request to all Master Agreement Contractors on the panel qualified for the type of consultant service. The Work Order Request will include a detailed description of the scope of work, deliverables, completion dates, and any other specified requirements in the Statement of Work.

7.2 Proposal Submission

Interested Master Agreement Contractors will submit proposals which must include at a minimum the following:

7.2.1 A detailed approach to the project with a full description of the methodology to be employed and a timetable for project completion.

7.2.2 Resumes of proposed personnel, including the project manager who will be responsible for coordination of the project, supervisory personnel and other staff to be assigned to the project.

7.2.3 A description of the consultant's experience and capabilities.

7.2.4 A total cost to complete the project, itemizing the number of hours and cost by job classification for the staff participating in the project, at an hourly rate equal to or below those in the consultant's Master Agreement.

7.3 Evaluation/Selection

An evaluation committee will evaluate and score the proposals based on factors which may include, but not necessarily be limited to, the following:

7.3.1 Quality of Work Plan

7.3.2 Experience of Personnel and the Firm

7.3.3 Work Schedule and Completion Date

7.3.4 Project Costs

These factors may be weighted depending upon the type of project being evaluated. The County Program Manager or his designee may negotiate with the firm receiving the highest score for any additional services or enhancements to the Work Order. The Master Agreement Contractor who

receives the highest score will be recommended to the County's Program Manager who is authorized to execute the Work Order.

**8.0 WORK ORDER**

The Contractor shall fully perform, complete and deliver as required, all tasks, deliverables, reports, services and other work as set forth in each Work Order. The Contractor shall perform the services within the agreed upon cost, and any cost in excess of the agreed cost shall be the responsibility of the Contractor.

The Contractor agrees that should work be performed outside the scope of any Work Order without the prior written approval of the County's Program Manager, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against County.

In the event of any conflict between any provision in a Work Order and the terms of this Master Agreement, the Work Order will prevail.

**9.0 TERM**

9.1 The term of the Master Agreement shall commence the first business day following award by the Board of Supervisors and shall continue in full force and effect until December 31, 2006. The Contractor's delivery of services hereunder shall commence at a date mutually agreeable to the parties but in no event shall the implementation date be later than December 31, 2006.

9.2 In the event of expiration or prior termination of the term of this Agreement, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

**10.0 CONTRACT SUM**

Funds will only be expended when consulting services are needed to complete an individual project. Payments made for work completed will be charged to the appropriate General, Special and/or Enterprise Fund. Funding is available for this purpose in the applicable 2003-2004 Budgets. Funds for payment of work performed in the future fiscal years will be subject to appropriation by the County Board of Supervisors.

**11.0 INVOICES AND PAYMENT**

The Contractor fees shall be payable on a time and expense basis, however, rates will not exceed rates quoted for personnel and other costs listed in Attachment A, Contractor Fees, hereunder. The Contractor Fees shall include all applicable

taxes, and any additional taxes that are not included remain the responsibility of the Contractor. The Contractor shall submit an invoice to the County Program Manager for approval and payment within 30 days upon receipt of invoice. County will withhold ten percent (10%) of all approved progress payments until the final Contractor report is accepted.

## **12.0 APPROVAL OF WORK**

All tasks, deliverables, services or other work performed by the Contractor for any Work Order issued is subject to the written approval of the County Program Manager or his designee. Approval or rejection of deliverable(s) will not be unreasonably withheld and in no instance will exceed more than four (4) weeks from receipt of the deliverable by the County.

## **13.0 CHANGES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Master Agreement and any other provisions of this Master Agreement. All changes shall be accomplished as follows:

### **13.1 Master Agreement Changes**

For any changes which affect the scope of work, term, payments, or any provision included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.

For any change which does not affect the scope of work, term, payments, or any provision included in this Master Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

### **13.2 Work Order Changes**

Changes affecting the Statement of Work or maximum dollar amount of any Work Order shall be accomplished by a Work Order Amendment executed by the County's Program Manager or his designee and Contractor's Contract Manager.

Changes extending the period of performance or changes affecting Contractor's project personnel, shall be accomplished by written notification from the Contractor's Project Manager, and acceptance or rejection by the County's Program Manager or his designee.

**14.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

14.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a ten (10) day prior written Notice of Termination specifying the extent to which the work is terminated and the date upon which such termination becomes effective. Said notice of Termination shall be given by the County Program Manager.

14.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:

14.2.1 Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

14.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

14.2.3 Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

14.2.4 In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due the County.

14.3 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under

this Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

**15.0 RECORD RETENTION AND INSPECTION**

Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is later.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such other location in the County as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a one hundred (100) mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

**16.0 ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT**

If, at any time during the term of this Agreement or four (4) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments hereunder to the Contractor.

If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.

**17.0 LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

**18.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.

**19.0 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

**20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

**20.1 Evidence of Insurance or Comparable Self-Insurance Program:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Delta Uyenoyama, Chief  
Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this Agreement.
- 20.1.2 Clearly evidence all coverages required in this Agreement.
- 20.1.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 20.1.4 Include copies of the additional insured endorsement, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

**20.2 Insurer Financial Ratings:** County recognizes that Contractor maintains a self-insurance program.

**20.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

**20.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- 20.4.1 any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.



## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

- 20.4.2 any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
  - 20.4.3 any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
  - 20.4.4 any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- 20.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 20.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- 20.6.1 Contractor providing evidence of insurance covering the activities of sub-contractors, or
  - 20.6.2 Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

## 21.0 **INSURANCE COVERAGE REQUIREMENTS**

- 21.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- |  |             |
|--|-------------|
| General Aggregate :                      | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury :        | \$1 million |
| Each Occurrence:                         | \$1 million |
- 21.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 21.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 21.4 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

## 22.0 **BASIC HEALTH INSURANCE AND BENEFITS**

The Contractor will provide basic health coverage for employees of the Contractor who perform work under the provisions of this Agreement.

## 23.0 **COVENANT AGAINST FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## 24.0 **GOVERNING LAWS AND VENUE**

This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any application statute, regulation, or any other law which occurs after the effective date of this Agreement.

When an action is brought by either party to this Agreement, the action shall be brought in the Central District of the Los Angeles County Superior Court or the Central Civil Division of the Los Angeles Municipal Court.

**25.0 COMPLIANCE WITH LAWS**

25.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

25.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations and ordinances.

**26.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

26.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

26.2 In the event the Agreement is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.

26.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."

27.0 **NONEXCLUSIVE AGREEMENT**

This is a nonexclusive Agreement. The County reserves the right to contract with any and all successful proposers for the same or similar services.

28.0 **DELEGATION AND ASSIGNMENT**

The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.

28.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's request to the County, for approval to enter into a subcontract shall include:

28.1.1 A description of the services to be provided by a proposed subcontractor.

28.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

28.1.3 The proposed subcontract amount, together with the Contractor's cost or price analysis thereof. Subcontractor's hourly rate shall not exceed the hourly rates approved for Contractor by County.

28.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

28.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

29.0 **TERMINATION FOR IMPROPER CONSIDERATION**

The County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in

any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### 30.0 **DISCLOSURE OF INFORMATION**

The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law.

However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:

30.1 The Contractor shall develop all publicity material in a professional manner.

30.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the County without the County's prior consent.

30.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

### 31.0 **NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give

notice thereof, including all relevant information with respect thereto, to the other party.

32.0 **VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

33.0 **WAIVER**

No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

34.0 **NOTICES**

34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated at the address set forth on page two of this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Delta Uyenoyama, Chief  
Risk Management Operations, CAO  
County of Los Angeles  
3333 Wilshire Blvd, Suite 820  
Los Angeles, California 90010

34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.

35.0 **NON-DISCRIMINATION IN EMPLOYMENT**

35.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 35.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 35.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 35.4 The Contractor shall allow the County's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 35.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

36.0 **NON-DISCRIMINATION IN SERVICES**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.

- 36.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage

or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.

36.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.

**37.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Sub chapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

**38.0 CONFLICT OF INTEREST**

The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Agreement.

**39.0 CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and Confidentiality Agreement" (Part D, Exhibit 8 of the RFP). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.

If Contractor does not wish to submit the signed Confidentiality Agreement, Contractor is still responsible for any wrongful dissemination of confidential information by it's employees, whether occurring within the course of employment or outside the course of employment.



40.0 **AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

41.0 **MERGER**

This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

42.0 **LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

43.0 **CONTRACTOR'S OFFICE**

The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location at least ten (10) calendar days prior to the effective date thereof, and secure the County Program Manager's approval.

44.0 **UNLAWFUL SOLICITATION**

44.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

44.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and

Confidentiality Agreement" (Part D, Exhibit 8 of the RFP).

**45.0 IMPROPER ACTS OR FAILURE TO ACT**

The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this Agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.

Contractor shall not be required to reimburse County if Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.

**46.0 COUNTY LOBBYIST ORDINANCE**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**47.0 COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

The County retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

**48.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

49.0 **CONSIDERATION OF HIRING PARTICIPANTS OF THE GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the position. The County will refer GAIN participants by job category to the Contractor.

50.0 **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

51.0 **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

52.0 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53.0 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

54.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

54.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

54.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

54.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

54.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail it self of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

54.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

54.7 These terms shall also apply to subcontractors of County Contractors.

55.0 **CYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

56.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Division shall be grounds upon which County Board of Supervisors may terminate this agreement pursuant to Paragraphs 26.0, "Termination for Default of Contractor".

57.0 **COMPLIANCE WITH JURY SERVICE PROGRAM**

57.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.2 Written Employee Jury Service Policy:

- 57.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 57.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. The lesser number is recognized industry standard as determined by the County, or 2. Contractor has a long-standing practice that defines the lesser number of hours as full time. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Services Program shall be attached to the agreement.
- 57.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

57.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

58.0 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

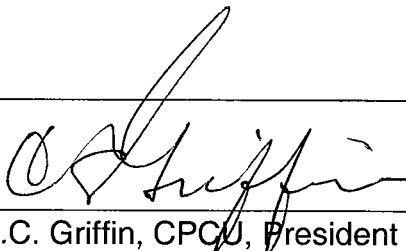
ATTEST:

VIOLET VARONA-LUKENS, Executive  
Officer-Clerk of the Board of  
Supervisors of the County of  
Los Angeles

By \_\_\_\_\_  
Deputy

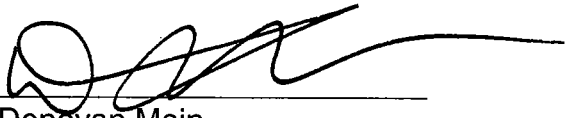
CONTRACTOR'S NAME

By

\_\_\_\_\_  
  
\_\_\_\_\_  
C.C. Griffin, CPCU, President  
Warren, McVeigh & Griffin, Inc.

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
  
Donovan Main  
Chief Deputy, County Counsel



**ATTACHMENT A**  
**CONTRACTOR FEES**

csr:g:RM ConsultMAFORMAT03..rev

# Proposal Information

This following proposal information is for:

- ☒ Commercial Insurance Projects (including risk assessment)
- ☒ Self-Insured Projects
- ☒ Risk Management Information Systems
- ☒ Workers' Compensation Claims Program
- ☒ Loss Control and Prevention

## Personnel Costs

The following are maximum hourly rates for various labor classifications. Actual project bid rates may be lower.

JOB CLASSIFICATION	HOURLY RATES FOR FISCAL YEAR		
	JULY 1 – JUNE 30, 2004	JULY 1 – JUNE 30, 2005	JULY 1 – JUNE 30, 2006
Senior Principal Consultant	\$225	\$230	\$235
Senior Consultant	\$205	\$210	\$215
Consultant	\$175	\$180	\$185
Actuary	\$300	\$325	\$335
Senior Workers' Compensation Claims & Legal Specialist	\$225	\$230	\$235
Staff	\$80	\$85	\$90
Clerical	\$45	\$50	\$55

## Other Costs

Mileage	\$0.26 per mile
Photocopy	\$0.15 per page
Fax	\$0.15 per page
Parking	\$ 5.00 (Burbank) \$12.00 (John Wayne auxiliary lot) \$10.00 (LAX Lot C) \$12.00 (Ontario Lots 2 & 4) \$ 6.00 (Ontario Lot S) \$ 9.00 (Ontario Lot 3) \$ 6.00 (Long Beach) \$1.00 per day (Porterage)
Meals	\$10.00/Breakfast; \$12.75/Lunch; \$32.25/Dinner \$43.50/Daily Maximum
Lodging	\$165.50 per night with voucher, single occupancy + hotel taxes \$ 20.00 per night without voucher

**CHIEF ADMINISTRATIVE OFFICE  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
MAXIMUM EXPENSE RATES**

Photocopy/Fax	Meals*	Airport Parking	Mileage	Lodging
N/A ¢ per page up to 5,000 10¢ for each page at page 5,000 and over  - OR -  15¢ per page for any and all copies	Breakfast \$10.00  Lunch \$12.75  Dinner \$32.25  Daily Maximum \$43.50	Burbank \$5.00  John Wayne \$12.00 (Auxiliary Lot)  LAX \$10.00 (Lot - C)  Ontario \$12.00 (Lots 2 & 4) \$6.00 (Lot S) &9.00 (Lot 3)  Long Beach \$6.00  Porterage per day \$1.00	In Southern California:  New County Rate for all Miles: \$.325	\$165.50 per night with voucher single-occupancy plus hotel taxes  \$20.00 per night without voucher

• Meals and lodging are reimbursable only as pre-authorized by County Program Manager.

# COUNTY OF LOS ANGELES



## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES With EH&S Resources Inc

January 2004 to December 31, 2006

Prepared by:  
Chief Administrative Office (CAO)  
Risk Management Operations  
Delta Uyenoyama, Chief

COUNTY OF LOS ANGELES  
MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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## **MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES**

This MASTER AGREEMENT (hereafter sometimes referred to as ("Master Agreement")) is entered into by and between the County of Los Angeles (hereafter "County") and EH&S Resources Inc (hereafter "Contractor"), to provide County with as needed risk management and insurance consulting services (hereafter "Consulting Services").

### **1.0 APPLICABLE DOCUMENTS**

This Agreement, Attachment A to this Agreement, and the exhibits listed below form the entire Agreement between the parties. Any conflict in the terms of the Agreement shall be resolved by giving preference first to the provisions of the Agreement and its Attachment A, then the Request for Proposals, then the Contractor's Proposal.

#### **EXHIBITS**

- A. Request for Proposals (RFP) for Risk Management and Insurance Consulting Services released August 11, 2003.
- B. Proposal of Contractor received by County's amended due date of September 25<sup>th</sup>, 2003 for receipt of proposals.

### **2.0 DEFINITIONS**

- 2.1 Master Agreement: Agreement entitled "Master Agreement for Risk Management and Insurance Consulting Services" which sets forth the terms and conditions for the issuance and performance of subsequent Work Orders relating to County's commercial and self-insurance programs and risk management information system.
- 2.2 Work Order: Subordinate agreement executed pursuant to this Master Agreement, for performance of a specific project/task which the Chief Administrative Officer has determined can be best performed by a Master Agreement Contractor.
- 2.3 Master Agreement Contractor: Any consultant that qualifies and has entered into a Master Agreement with the County.
- 2.4 Work Order Request: Solicitation of proposals by County to Master Agreement Contractors for a specific project/task. The Work Order Request will describe in detail the specific project/task, including but not limited to, the scope of work, completion date and other requirements.

- 2.5 Statement of Work: A written description of project/task and deliverables desired by County for each specific Work Order.
- 2.6 County's Commercial Insurance Program: Programs which the County has purchased or may purchase via a policy of insurance from an underwriter or group of underwriters to provide coverage for specified risk exposure(s).
- 2.7 County's Self-Insurance Program: Programs in which the County self-funds its liability losses in lieu of purchasing commercial insurance coverage.
- 2.8 Risk Management Information System: An automated electronic database and reporting system which supports claims administration, financial, statistical and loss prevention functions performed by the County and its third party claims administrators.
- 2.9 Workers' Compensation: Primary objective of the program to provide all Workers' compensation benefits required under State law to injured County employees on a timely basis, and at the least possible cost to the County.
- 2.10 Occupational Health Programs: Establishment and administration of a comprehensive program to include as required; medical, psychological evaluations, counseling, preventative medicine and wellness programs, development and implementation of policies and procedures for specialized countywide health and safety programs.
- 2.11 STD and LTD Programs: Early Return to Work Program was established to conserve human resources by returning ill or injured employees to work as soon as possible. Long Term Disability provides income benefits to employees who are expected to be disabled from the job six months or more.

### 3.0 **COUNTY'S PROGRAM MANAGER**

The County's Program Manager for this Agreement shall be the Chief Administrative Officer (CAO). The County's Program Manager has express authority to execute all Work Orders for County under this Agreement. All work performed under this Agreement shall be subject to the approval of the County Program Manager or his designee(s), who shall be responsible for ongoing evaluation of Contractor's performance and have full authority to direct the Contractor in areas relating to policy, procedures and other matters within the purview of this Agreement.



#### 4.0 **CONTRACTOR'S MANAGERS**

Contractor's Contract Manager shall be:

Tiffany Taylor, President  
EH&S Resources Inc  
P.O. Box 18538  
Long Beach, CA 90807-8538  
Telephone: (562) 595-7950  
Mobile: (562) 673-8909

The Contract Manager shall have overall responsibility for the performance of Contractor's activities under this Agreement and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this Agreement.

A specific Project Manager shall be designated in response to a Work Order Request and will be responsible for the day-to-day activities related to the Work Order. The designated Project Manager will report to County in the manner set forth in the Work Order. The designated Project Manager shall be a full-time employee of Contractor, and any replacement of the Project Manager shall be subject to written approval by County's Program Manager.

#### 5.0 **CONTRACTOR PERSONNEL**

The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Work Order's Statement of Work. The Contractor will ensure that its staff possess the required professional licenses and certificates, if any, required by State of California. Except for events beyond the Contractor's control or when mutually agreed to, personnel assigned to a Work Order will remain assigned until the Work Order is completed. The Contractor will make every attempt to immediately fill the vacant position with a qualified person however, if the position remains vacant for more than five working days, the County may assess liquidated damages against the Contractor.

The County reserves the right to approve or disapprove any of the Contractor's assigned personnel or any proposed changes in the Contractor's personnel and to require replacement of the Contractor's personnel under a Work Order. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

## 6.0 **TYPE OF CONSULTANT SERVICES**

Consultation involving one or more of the following professional specializations may be needed by the County:

- 6.1 Commercial Insurance - Specialists in the areas of property, casualty and disability insurance. This might require professionals such as brokers, underwriters and claims adjusters.
- 6.2 Self-Insurance - Specialists in the areas of auto, general and professional liability self-funded programs, including obtaining annuities for structured settlements. This might include actuaries, claims and legal defense administrators, loss prevention, annuity, and fraud experts.
- 6.3 Information Systems - Specialists in the area of risk management information systems. This might include systems analysts, software programmers and trainers.
- 6.4 Workers' Compensation - Specialists in areas of claims administration, vocational rehabilitation services, and return to work administration. This requires professionals such as claims and legal administrators, claims adjusters, vocational rehabilitation counselors, return-to-work/ STD and LTD experts, structured settlement experts, medical management consultants and actuaries.
- 6.5 Occupational Health Programs - Specialists in areas of board-certified occupational health physicians to assist in addressing key occupational health issues which could include, but is not limited to the development or revision of occupational health program policy, procedures and protocol; advise on occupational health and related issues; conduct specialized research; confer with medical and professional personnel; consult in planning and directing occupational health program; meet and confer as needed.
- 6.6 Risk Management Training - Specialists in the area of risk management with the ability to provide seminars and training sessions for County personnel concerning claim and risk control issues.

## 7.0 **ASSIGNMENT OF WORK ORDERS**

The following describes the normal process to be utilized to select and award a Work Order for a given project. However, at the sole discretion of the County's Program Manager, a Work Order may be awarded directly to a specific consultant.

7.1 Project Initiation/Work Order Request

The County Program Manager will determine when a project can best be performed by a Master Agreement Contractor and will issue a Work Order Request to all Master Agreement Contractors on the panel qualified for the type of consultant service. The Work Order Request will include a detailed description of the scope of work, deliverables, completion dates, and any other specified requirements in the Statement of Work.

7.2 Proposal Submission

Interested Master Agreement Contractors will submit proposals which must include at a minimum the following:

7.2.1 A detailed approach to the project with a full description of the methodology to be employed and a timetable for project completion.

7.2.2 Resumes of proposed personnel, including the project manager who will be responsible for coordination of the project, supervisory personnel and other staff to be assigned to the project.

7.2.3 A description of the consultant's experience and capabilities.

7.2.4 A total cost to complete the project, itemizing the number of hours and cost by job classification for the staff participating in the project, at an hourly rate equal to or below those in the consultant's Master Agreement.

7.3 Evaluation/Selection

An evaluation committee will evaluate and score the proposals based on factors which may include, but not necessarily be limited to, the following:

7.3.1 Quality of Work Plan

7.3.2 Experience of Personnel and the Firm

7.3.3 Work Schedule and Completion Date

7.3.4 Project Costs

These factors may be weighted depending upon the type of project being evaluated. The County Program Manager or his designee may negotiate with the firm receiving the highest score for any additional services or enhancements to the Work Order. The Master Agreement Contractor who

receives the highest score will be recommended to the County's Program Manager who is authorized to execute the Work Order.

**8.0 WORK ORDER**

The Contractor shall fully perform, complete and deliver as required, all tasks, deliverables, reports, services and other work as set forth in each Work Order. The Contractor shall perform the services within the agreed upon cost, and any cost in excess of the agreed cost shall be the responsibility of the Contractor.

The Contractor agrees that should work be performed outside the scope of any Work Order without the prior written approval of the County's Program Manager, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against County.

In the event of any conflict between any provision in a Work Order and the terms of this Master Agreement, the Work Order will prevail.

**9.0 TERM**

9.1 The term of the Master Agreement shall commence the first business day following award by the Board of Supervisors and shall continue in full force and effect until December 31, 2006. The Contractor's delivery of services hereunder shall commence at a date mutually agreeable to the parties but in no event shall the implementation date be later than December 31, 2006.

9.2 In the event of expiration or prior termination of the term of this Agreement, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

**10.0 CONTRACT SUM**

Funds will only be expended when consulting services are needed to complete an individual project. Payments made for work completed will be charged to the appropriate General, Special and/or Enterprise Fund. Funding is available for this purpose in the applicable 2003-2004 Budgets. Funds for payment of work performed in the future fiscal years will be subject to appropriation by the County Board of Supervisors.

**11.0 INVOICES AND PAYMENT**

The Contractor fees shall be payable on a time and expense basis, however, rates will not exceed rates quoted for personnel and other costs listed in Attachment A, Contractor Fees, hereunder. The Contractor Fees shall include all applicable

taxes, and any additional taxes that are not included remain the responsibility of the Contractor. The Contractor shall submit an invoice to the County Program Manager for approval and payment within 30 days upon receipt of invoice. County will withhold ten percent (10%) of all approved progress payments until the final Contractor report is accepted.

## 12.0 **APPROVAL OF WORK**

All tasks, deliverables, services or other work performed by the Contractor for any Work Order issued is subject to the written approval of the County Program Manager or his designee. Approval or rejection of deliverable(s) will not be unreasonably withheld and in no instance will exceed more than four (4) weeks from receipt of the deliverable by the County.

## 13.0 **CHANGES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Master Agreement and any other provisions of this Master Agreement. All changes shall be accomplished as follows:

### 13.1 **Master Agreement Changes**

For any changes which affect the scope of work, term, payments, or any provision included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.

For any change which does not affect the scope of work, term, payments, or any provision included in this Master Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

### 13.2 **Work Order Changes**

Changes affecting the Statement of Work or maximum dollar amount of any Work Order shall be accomplished by a Work Order Amendment executed by the County's Program Manager or his designee and Contractor's Contract Manager.

Changes extending the period of performance or changes affecting Contractor's project personnel, shall be accomplished by written notification from the Contractor's Project Manager, and acceptance or rejection by the County's Program Manager or his designee.

14.0 **TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 14.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a ten (10) day prior written Notice of Termination specifying the extent to which the work is terminated and the date upon which such termination becomes effective. Said notice of Termination shall be given by the County Program Manager.
- 14.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:
- 14.2.1 Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 14.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
  - 14.2.3 Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.
  - 14.2.4 In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due the County.
- 14.3 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under

this Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

**15.0 RECORD RETENTION AND INSPECTION**

Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is later.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such other location in the County as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a one hundred (100) mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

**16.0 ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT**

If, at any time during the term of this Agreement or four (4) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments hereunder to the Contractor.

If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.

**17.0 LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

**18.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.

**19.0 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

**20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other



insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

**20.1 Evidence of Insurance or Comparable Self-Insurance Program:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Delta Uyenoyama, Chief  
Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this Agreement.
- 20.1.2 Clearly evidence all coverages required in this Agreement.
- 20.1.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 20.1.4 Include copies of the additional insured endorsement, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

**20.2 Insurer Financial Ratings:** County recognizes that Contractor maintains a self-insurance program.

**20.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

**20.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- 20.4.1 any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

20.4.2 any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

20.4.3 any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

20.4.4 any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

20.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

20.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

20.6.1 Contractor providing evidence of insurance covering the activities of sub-contractors, or

20.6.2 Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

### 21.0 **INSURANCE COVERAGE REQUIREMENTS**

21.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate :	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury :	\$1 million
Each Occurrence:	\$1 million

21.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 21.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 21.4 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

22.0 **BASIC HEALTH INSURANCE AND BENEFITS**

The Contractor will provide basic health coverage for employees of the Contractor who perform work under the provisions of this Agreement.

23.0 **COVENANT AGAINST FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

24.0 **GOVERNING LAWS AND VENUE**

This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any application statute, regulation, or any other law which occurs after the effective date of this Agreement.

When an action is brought by either party to this Agreement, the action shall be brought in the Central District of the Los Angeles County Superior Court or the Central Civil Division of the Los Angeles Municipal Court.

**25.0 COMPLIANCE WITH LAWS**

25.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

25.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations and ordinances.

**26.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

26.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

26.2 In the event the Agreement is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.

26.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."

27.0 **NONEXCLUSIVE AGREEMENT**

This is a nonexclusive Agreement. The County reserves the right to contract with any and all successful proposers for the same or similar services.

28.0 **DELEGATION AND ASSIGNMENT**

The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.

28.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's request to the County, for approval to enter into a subcontract shall include:

28.1.1 A description of the services to be provided by a proposed subcontractor.

28.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

28.1.3 The proposed subcontract amount, together with the Contractor's cost or price analysis thereof. Subcontractor's hourly rate shall not exceed the hourly rates approved for Contractor by County.

28.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

28.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

29.0 **TERMINATION FOR IMPROPER CONSIDERATION**

The County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in

any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### 30.0 **DISCLOSURE OF INFORMATION**

The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law.

However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:

30.1 The Contractor shall develop all publicity material in a professional manner.

30.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the County without the County's prior consent.

30.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

### 31.0 **NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give

notice thereof, including all relevant information with respect thereto, to the other party.

32.0 **VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

33.0 **WAIVER**

No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

34.0 **NOTICES**

34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated at the address set forth on page two of this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Delta Uyenoyama, Chief  
Risk Management Operations, CAO  
County of Los Angeles  
3333 Wilshire Blvd, Suite 820  
Los Angeles, California 90010

34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.

35.0 **NON-DISCRIMINATION IN EMPLOYMENT**

35.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 35.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 35.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 35.4 The Contractor shall allow the County's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 35.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

**36.0 NON-DISCRIMINATION IN SERVICES**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.

- 36.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage



or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.

36.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.

37.0 **ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Sub chapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

38.0 **CONFLICT OF INTEREST**

The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Agreement.

39.0 **CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and Confidentiality Agreement" (Part D, Exhibit 8 of the RFP). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.

If Contractor does not wish to submit the signed Confidentiality Agreement, Contractor is still responsible for any wrongful dissemination of confidential information by its employees, whether occurring within the course of employment or outside the course of employment.

40.0 **AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

41.0 **MERGER**

This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

42.0 **LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

43.0 **CONTRACTOR'S OFFICE**

The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location at least ten (10) calendar days prior to the effective date thereof, and secure the County Program Manager's approval.

44.0 **UNLAWFUL SOLICITATION**

44.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

44.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and

Confidentiality Agreement" (Part D, Exhibit 8 of the RFP).

45.0 **IMPROPER ACTS OR FAILURE TO ACT**

The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this Agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.

Contractor shall not be required to reimburse County if Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.

46.0 **COUNTY LOBBYIST ORDINANCE**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

47.0 **COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

The County retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

48.0 **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

49.0 **CONSIDERATION OF HIRING PARTICIPANTS OF THE GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the position. The County will refer GAIN participants by job category to the Contractor.

50.0 **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

51.0 **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

52.0 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53.0 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

54.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

54.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

54.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

54.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

54.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail it self of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

54.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

54.7 These terms shall also apply to subcontractors of County Contractors.

55.0 **CYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

56.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Division shall be grounds upon which County Board of Supervisors may terminate this agreement pursuant to Paragraphs 26.0, "Termination for Default of Contractor".

57.0 **COMPLIANCE WITH JURY SERVICE PROGRAM**

57.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.2 Written Employee Jury Service Policy:

- 57.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 57.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. The lesser number is recognized industry standard as determined by the County, or 2. Contractor has a long-standing practice that defines the lesser number of hours as full time. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Services Program shall be attached to the agreement.
- 57.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its 'exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

57.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

58.0 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.



MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive  
Officer-Clerk of the Board of  
Supervisors of the County of  
Los Angeles

By \_\_\_\_\_  
Deputy

CONTRACTOR'S NAME

By Tiffany Taylor  
[Signature]  
Tiffany Taylor, President  
E H & S Resources, Inc.

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By [Signature]  
Donovan Main  
Chief Deputy, County Counsel

**ATTACHMENT A**  
**CONTRACTOR FEES**

csr:g:RM ConsultMAFORMAT03...rev

# Part 4 Proposal Information

## PERSONNEL COSTS

RFP - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

Part D / Exhibit 2  
(p. 1 of 2)

### MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES

#### CONTRACTOR FEES

For evaluation purposes, proposers shall use the following format to submit pricing information for each type of project:

#### Type of Project

This pricing information is for: (Circle the type of project (s) on which you can work)

1. Commercial Insurance Projects
2. Self-Insured Projects
3. Risk Management Information Systems
4. Workers Compensation Claims Program
5. Occupational Health Programs
6. Loss Control and Prevention
7. Long Term Disability, Short Term Disability Programs
8. Actuarial Studies

#### Billing Rates

##### Personnel Costs:

Job Classification (to include but not be limited to the examples below)	Hourly Rates for Fiscal Year July 1 - June 30		
	2004	2005	2006
Partner	\$95	\$100	\$105
Program Manager	\$95	\$100	\$105
Project Manager	\$95	\$100	\$105
Occupational Medicine Specialist	N/A	N/A	N/A
Actuary	N/A	N/A	N/A
Workers' Compensation Claims Specialist	N/A	N/A	N/A
LTD Hearing Officer	N/A	N/A	N/A
Staff	\$40	\$45	\$50
Clerical	\$15	\$18	\$20

used in above rates. Rates are not to exceed maximum rates indicated on Exhibit 3.)

examples:	
Mileage	cost per mile \$ .40
Photocopy	cost per page \$ .10
FAX	cost per fax
Parking	at rate incurred

There are no additional costs for faxing and parking will be invoiced at the incurred rate.

**CHIEF ADMINISTRATIVE OFFICE  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
MAXIMUM EXPENSE RATES**

Photocopy/Fax	Meals*	Airport Parking	Mileage	Lodging
N/A ¢ per page up to 5,000 10¢ for each page at page 5,000 and over  - OR -  15¢ per page for any and all copies	Breakfast \$10.00  Lunch \$12.75  Dinner \$32.25  Daily Maximum \$43.50	Burbank \$5.00  John Wayne \$12.00 (Auxiliary Lot)  LAX \$10.00 (Lot - C)  Ontario \$12.00 (Lots 2 & 4) \$6.00 (Lot S) &9.00 (Lot 3)  Long Beach \$6.00  Porterage per day \$1.00	In Southern California:  New County Rate for all Miles: \$.325	\$165.50 per night with voucher single-occupancy plus hotel taxes  \$20.00 per night without voucher

• Meals and lodging are reimbursable only as pre-authorized by County Program Manager.

# COUNTY OF LOS ANGELES



## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES With Health Science Associates

January 2004 to December 31, 2006

Prepared by:  
Chief Administrative Office (CAO)  
Risk Management Operations  
Delta Uyenoyama, Chief

COUNTY OF LOS ANGELES  
MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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## **MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES**

This MASTER AGREEMENT (hereafter sometimes referred to as ("Master Agreement")) is entered into by and between the County of Los Angeles (hereafter "County") and Health Science Associates (hereafter "Contractor"), to provide County with as needed risk management and insurance consulting services (hereafter "Consulting Services").

### **1.0 APPLICABLE DOCUMENTS**

This Agreement, Attachment A to this Agreement, and the exhibits listed below form the entire Agreement between the parties. Any conflict in the terms of the Agreement shall be resolved by giving preference first to the provisions of the Agreement and its Attachment A, then the Request for Proposals, then the Contractor's Proposal.

#### **EXHIBITS**

- A. Request for Proposals (RFP) for Risk Management and Insurance Consulting Services released August 11, 2003.
- B. Proposal of Contractor received by County's amended due date of September 25<sup>th</sup>, 2003 for receipt of proposals.

### **2.0 DEFINITIONS**

- 2.1 Master Agreement: Agreement entitled "Master Agreement for Risk Management and Insurance Consulting Services" which sets forth the terms and conditions for the issuance and performance of subsequent Work Orders relating to County's commercial and self-insurance programs and risk management information system.
- 2.2 Work Order: Subordinate agreement executed pursuant to this Master Agreement, for performance of a specific project/task which the Chief Administrative Officer has determined can be best performed by a Master Agreement Contractor.
- 2.3 Master Agreement Contractor: Any consultant that qualifies and has entered into a Master Agreement with the County.
- 2.4 Work Order Request: Solicitation of proposals by County to Master Agreement Contractors for a specific project/task. The Work Order Request will describe in detail the specific project/task, including but not limited to, the scope of work, completion date and other requirements.



- 2.5 Statement of Work: A written description of project/task and deliverables desired by County for each specific Work Order.
- 2.6 County's Commercial Insurance Program: Programs which the County has purchased or may purchase via a policy of insurance from an underwriter or group of underwriters to provide coverage for specified risk exposure(s).
- 2.7 County's Self-Insurance Program: Programs in which the County self-funds its liability losses in lieu of purchasing commercial insurance coverage.
- 2.8 Risk Management Information System: An automated electronic database and reporting system which supports claims administration, financial, statistical and loss prevention functions performed by the County and its third party claims administrators.
- 2.9 Workers' Compensation: Primary objective of the program to provide all Workers' compensation benefits required under State law to injured County employees on a timely basis, and at the least possible cost to the County.
- 2.10 Occupational Health Programs: Establishment and administration of a comprehensive program to include as required; medical, psychological evaluations, counseling, preventative medicine and wellness programs, development and implementation of policies and procedures for specialized countywide health and safety programs.
- 2.11 STD and LTD Programs: Early Return to Work Program was established to conserve human resources by returning ill or injured employees to work as soon as possible. Long Term Disability provides income benefits to employees who are expected to be disabled from the job six months or more.

### 3.0 **COUNTY'S PROGRAM MANAGER**

The County's Program Manager for this Agreement shall be the Chief Administrative Officer (CAO). The County's Program Manager has express authority to execute all Work Orders for County under this Agreement. All work performed under this Agreement shall be subject to the approval of the County Program Manager or his designee(s), who shall be responsible for ongoing evaluation of Contractor's performance and have full authority to direct the Contractor in areas relating to policy, procedures and other matters within the purview of this Agreement.

4.0 **CONTRACTOR'S MANAGERS**

Contractor's Contract Manager shall be:

Kathy S. Jones, CIH  
Senior Industrial Hygiene Consultant  
Health Science Associates  
10771 Noel St.  
Los Alamitos, CA 90720  
Telephone: (714) 220-3922  
Fax: (714) 220-2081  
Email: hsa@healthscience.com

The Contract Manager shall have overall responsibility for the performance of Contractor's activities under this Agreement and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this Agreement.

A specific Project Manager shall be designated in response to a Work Order Request and will be responsible for the day-to-day activities related to the Work Order. The designated Project Manager will report to County in the manner set forth in the Work Order. The designated Project Manager shall be a full-time employee of Contractor, and any replacement of the Project Manager shall be subject to written approval by County's Program Manager.

5.0 **CONTRACTOR PERSONNEL**

The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Work Order's Statement of Work. The Contractor will ensure that its staff possess the required professional licenses and certificates, if any, required by State of California. Except for events beyond the Contractor's control or when mutually agreed to, personnel assigned to a Work Order will remain assigned until the Work Order is completed. The Contractor will make every attempt to immediately fill the vacant position with a qualified person however, if the position remains vacant for more than five working days, the County may assess liquidated damages against the Contractor.

The County reserves the right to approve or disapprove any of the Contractor's assigned personnel or any proposed changes in the Contractor's personnel and to require replacement of the Contractor's personnel under a Work Order. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

**6.0 TYPE OF CONSULTANT SERVICES**

Consultation involving one or more of the following professional specializations may be needed by the County:

- 6.1 Commercial Insurance - Specialists in the areas of property, casualty and disability insurance. This might require professionals such as brokers, underwriters and claims adjusters.
- 6.2 Self-Insurance - Specialists in the areas of auto, general and professional liability self-funded programs, including obtaining annuities for structured settlements. This might include actuaries, claims and legal defense administrators, loss prevention, annuity, and fraud experts.
- 6.3 Information Systems - Specialists in the area of risk management information systems. This might include systems analysts, software programmers and trainers.
- 6.4 Workers' Compensation - Specialists in areas of claims administration, vocational rehabilitation services, and return to work administration. This requires professionals such as claims and legal administrators, claims adjusters, vocational rehabilitation counselors, return-to-work/ STD and LTD experts, structured settlement experts, medical management consultants and actuaries.
- 6.5 Occupational Health Programs - Specialists in areas of board-certified occupational health physicians to assist in addressing key occupational health issues which could include, but is not limited to the development or revision of occupational health program policy, procedures and protocol; advise on occupational health and related issues; conduct specialized research; confer with medical and professional personnel; consult in planning and directing occupational health program; meet and confer as needed.
- 6.6 Risk Management Training - Specialists in the area of risk management with the ability to provide seminars and training sessions for County personnel concerning claim and risk control issues.

**7.0 ASSIGNMENT OF WORK ORDERS**

The following describes the normal process to be utilized to select and award a Work Order for a given project. However, at the sole discretion of the County's Program Manager, a Work Order may be awarded directly to a specific consultant.

7.1 Project Initiation/Work Order Request

The County Program Manager will determine when a project can best be performed by a Master Agreement Contractor and will issue a Work Order Request to all Master Agreement Contractors on the panel qualified for the type of consultant service. The Work Order Request will include a detailed description of the scope of work, deliverables, completion dates, and any other specified requirements in the Statement of Work.

7.2 Proposal Submission

Interested Master Agreement Contractors will submit proposals which must include at a minimum the following:

7.2.1 A detailed approach to the project with a full description of the methodology to be employed and a timetable for project completion.

7.2.2 Resumes of proposed personnel, including the project manager who will be responsible for coordination of the project, supervisory personnel and other staff to be assigned to the project.

7.2.3 A description of the consultant's experience and capabilities.

7.2.4 A total cost to complete the project, itemizing the number of hours and cost by job classification for the staff participating in the project, at an hourly rate equal to or below those in the consultant's Master Agreement.

7.3 Evaluation/Selection

An evaluation committee will evaluate and score the proposals based on factors which may include, but not necessarily be limited to, the following:

7.3.1 Quality of Work Plan

7.3.2 Experience of Personnel and the Firm

7.3.3 Work Schedule and Completion Date

7.3.4 Project Costs

These factors may be weighted depending upon the type of project being evaluated. The County Program Manager or his designee may negotiate with the firm receiving the highest score for any additional services or enhancements to the Work Order. The Master Agreement Contractor who

receives the highest score will be recommended to the County's Program Manager who is authorized to execute the Work Order.

#### 8.0 **WORK ORDER**

The Contractor shall fully perform, complete and deliver as required, all tasks, deliverables, reports, services and other work as set forth in each Work Order. The Contractor shall perform the services within the agreed upon cost, and any cost in excess of the agreed cost shall be the responsibility of the Contractor.

The Contractor agrees that should work be performed outside the scope of any Work Order without the prior written approval of the County's Program Manager, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against County.

In the event of any conflict between any provision in a Work Order and the terms of this Master Agreement, the Work Order will prevail.

#### 9.0 **TERM**

9.1 The term of the Master Agreement shall commence the first business day following award by the Board of Supervisors and shall continue in full force and effect until December 31, 2006. The Contractor's delivery of services hereunder shall commence at a date mutually agreeable to the parties but in no event shall the implementation date be later than December 31, 2006.

9.2 In the event of expiration or prior termination of the term of this Agreement, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

#### 10.0 **CONTRACT SUM**

Funds will only be expended when consulting services are needed to complete an individual project. Payments made for work completed will be charged to the appropriate General, Special and/or Enterprise Fund. Funding is available for this purpose in the applicable 2003-2004 Budgets. Funds for payment of work performed in the future fiscal years will be subject to appropriation by the County Board of Supervisors.

#### 11.0 **INVOICES AND PAYMENT**

The Contractor fees shall be payable on a time and expense basis, however, rates will not exceed rates quoted for personnel and other costs listed in Attachment A, Contractor Fees, hereunder. The Contractor Fees shall include all applicable

taxes, and any additional taxes that are not included remain the responsibility of the Contractor. The Contractor shall submit an invoice to the County Program Manager for approval and payment within 30 days upon receipt of invoice. County will withhold ten percent (10%) of all approved progress payments until the final Contractor report is accepted.

12.0 **APPROVAL OF WORK**

All tasks, deliverables, services or other work performed by the Contractor for any Work Order issued is subject to the written approval of the County Program Manager or his designee. Approval or rejection of deliverable(s) will not be unreasonably withheld and in no instance will exceed more than four (4) weeks from receipt of the deliverable by the County.

13.0 **CHANGES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Master Agreement and any other provisions of this Master Agreement. All changes shall be accomplished as follows:

13.1 **Master Agreement Changes**

For any changes which affect the scope of work, term, payments, or any provision included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.

For any change which does not affect the scope of work, term, payments, or any provision included in this Master Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

13.2 **Work Order Changes**

Changes affecting the Statement of Work or maximum dollar amount of any Work Order shall be accomplished by a Work Order Amendment executed by the County's Program Manager or his designee and Contractor's Contract Manager.

Changes extending the period of performance or changes affecting Contractor's project personnel, shall be accomplished by written notification from the Contractor's Project Manager, and acceptance or rejection by the County's Program Manager or his designee.

**14.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 14.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a ten (10) day prior written Notice of Termination specifying the extent to which the work is terminated and the date upon which such termination becomes effective. Said notice of Termination shall be given by the County Program Manager.
- 14.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:
- 14.2.1 Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 14.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
  - 14.2.3 Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.
  - 14.2.4 In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due the County.
- 14.3 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under

this Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

**15.0 RECORD RETENTION AND INSPECTION**

Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is later.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such other location in the County as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a one hundred (100) mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

**16.0 ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT**

If, at any time during the term of this Agreement or four (4) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments hereunder to the Contractor.



If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.

**17.0 LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

**18.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.

**19.0 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

**20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

- 20.1 **Evidence of Insurance or Comparable Self-Insurance Program:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Delta Uyenoyama, Chief  
Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this Agreement.
  - 20.1.2 Clearly evidence all coverages required in this Agreement.
  - 20.1.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - 20.1.4 Include copies of the additional insured endorsement, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- 20.2 **Insurer Financial Ratings:** County recognizes that Contractor maintains a self-insurance program.
- 20.3 **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.
- 20.4 **Notification of Incidents, Claims or Suits:** Contractor shall report to County:
- 20.4.1 any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

- 20.4.2 any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
  - 20.4.3 any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
  - 20.4.4 any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- 20.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 20.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- 20.6.1 Contractor providing evidence of insurance covering the activities of sub-contractors, or
  - 20.6.2 Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

## 21.0 **INSURANCE COVERAGE REQUIREMENTS**

- 21.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- |  |             |
|--|-------------|
| General Aggregate :                      | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury :        | \$1 million |
| Each Occurrence:                         | \$1 million |
- 21.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 21.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 21.4 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

## 22.0 **BASIC HEALTH INSURANCE AND BENEFITS**

The Contractor will provide basic health coverage for employees of the Contractor who perform work under the provisions of this Agreement.

## 23.0 **COVENANT AGAINST FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## 24.0 **GOVERNING LAWS AND VENUE**

This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any application statute, regulation, or any other law which occurs after the effective date of this Agreement.

When an action is brought by either party to this Agreement, the action shall be brought in the Central District of the Los Angeles County Superior Court or the Central Civil Division of the Los Angeles Municipal Court.

**25.0 COMPLIANCE WITH LAWS**

25.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

25.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations and ordinances.

**26.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

26.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

26.2 In the event the Agreement is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.

26.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."

**27.0 NONEXCLUSIVE AGREEMENT**

This is a nonexclusive Agreement. The County reserves the right to contract with any and all successful proposers for the same or similar services.

**28.0 DELEGATION AND ASSIGNMENT**

The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.

28.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's request to the County, for approval to enter into a subcontract shall include:

28.1.1 A description of the services to be provided by a proposed subcontractor.

28.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

28.1.3 The proposed subcontract amount, together with the Contractor's cost or price analysis thereof. Subcontractor's hourly rate shall not exceed the hourly rates approved for Contractor by County.

28.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

28.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

**29.0 TERMINATION FOR IMPROPER CONSIDERATION**

The County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in

any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### 30.0 **DISCLOSURE OF INFORMATION**

The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law.

However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:

30.1 The Contractor shall develop all publicity material in a professional manner.

30.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the County without the County's prior consent.

30.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

### 31.0 **NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give

notice thereof, including all relevant information with respect thereto, to the other party.

32.0 **VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

33.0 **WAIVER**

No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

34.0 **NOTICES**

34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated at the address set forth on page two of this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Delta Uyenoyama, Chief  
Risk Management Operations, CAO  
County of Los Angeles  
3333 Wilshire Blvd, Suite 820  
Los Angeles, California 90010

34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.

35.0 **NON-DISCRIMINATION IN EMPLOYMENT**

35.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or



political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 35.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 35.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 35.4 The Contractor shall allow the County's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 35.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

**36.0 NON-DISCRIMINATION IN SERVICES**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.

- 36.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage

or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.

36.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.

**37.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Sub chapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

**38.0 CONFLICT OF INTEREST**

The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Agreement.

**39.0 CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and Confidentiality Agreement" (Part D, Exhibit 8 of the RFP). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.

If Contractor does not wish to submit the signed Confidentiality Agreement, Contractor is still responsible for any wrongful dissemination of confidential information by it's employees, whether occurring within the course of employment or outside the course of employment.

40.0 **AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

41.0 **MERGER**

This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

42.0 **LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

43.0 **CONTRACTOR'S OFFICE**

The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location at least ten (10) calendar days prior to the effective date thereof, and secure the County Program Manager's approval.

44.0 **UNLAWFUL SOLICITATION**

44.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

44.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and

Confidentiality Agreement" (Part D, Exhibit 8 of the RFP).

45.0 **IMPROPER ACTS OR FAILURE TO ACT**

The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this Agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.

Contractor shall not be required to reimburse County if Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.

46.0 **COUNTY LOBBYIST ORDINANCE**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

47.0 **COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

The County retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

48.0 **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

49.0 **CONSIDERATION OF HIRING PARTICIPANTS OF THE GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the position. The County will refer GAIN participants by job category to the Contractor.

50.0 **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

51.0 **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

52.0 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53.0 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

54.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

54.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

54.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

54.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

54.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail it self of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

54.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

54.7 These terms shall also apply to subcontractors of County Contractors.

55.0 **CYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

56.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Division shall be grounds upon which County Board of Supervisors may terminate this agreement pursuant to Paragraphs 26.0, "Termination for Default of Contractor".

57.0 **COMPLIANCE WITH JURY SERVICE PROGRAM**

57.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.2 Written Employee Jury Service Policy:

- 57.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 57.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. The lesser number is recognized industry standard as determined by the County, or 2. Contractor has a long-standing practice that defines the lesser number of hours as full time. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Services Program shall be attached to the agreement.
- 57.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its 'exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.



57.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

58.0 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive  
Officer-Clerk of the Board of  
Supervisors of the County of  
Los Angeles

By \_\_\_\_\_  
Deputy


CONTRACTOR'S NAME

By Health Science Associates

Kathy S. Jones  
Kathy S. Jones, CIH, Contract Manager  
Health Science Associates

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By   
Donovan Main  
Chief Deputy, County Counsel

**ATTACHMENT A**  
**CONTRACTOR FEES**

csr:g:RM ConsultMAFORMAT03..rev

**MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES****CONTRACTOR FEES**

For evaluation purposes, proposers shall use the following format to submit pricing information for each type of project:

**Type of Project**

This pricing information is for: (Circle the type of project (s) on which you can work)

1. Commercial Insurance Projects
2. Self-Insured Projects
3. Risk Management Information Systems
4. Workers Compensation Claims Program
5. Occupational Health Programs
- ⑥ 6. Loss Control and Prevention
7. Long Term Disability, Short Term Disability Programs
8. Actuarial Studies

**Billing Rates****Personnel Costs:**

Job Classification (to include but not be limited to the examples below)	Hourly Rates for Fiscal Year July 1 - June 30		
	2004	2005	2006
Partner	175	185	195
Program Manager	110	110	110
Project Manager	110	110	110
Occupational Medicine Specialist	N/A	N/A	N/A
Actuary	N/A	N/A	N/A
Workers' Compensation Claims Specialist	N/A	N/A	N/A
LTD Hearing Officer	N/A	N/A	N/A
Staff	65	70	75
Clerical	35	35	40

used in above  
rates. Rates are not to exceed maximum rates indicated on Exhibit 3.)

examples:	
Mileage	cost per mile 0.35
Photocopy	cost per page in accordance with Part D/Exhibit 3
FAX	cost per fax in accordance with Part D/Exhibit 3
Parking	at rate incurred at cost

**CHIEF ADMINISTRATIVE OFFICE  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
MAXIMUM EXPENSE RATES**

Photocopy/Fax	Meals*	Airport Parking	Mileage	Lodging
N/A ¢ per page up to 5,000 10¢ for each page at page 5,000 and over  - OR -  15¢ per page for any and all copies	Breakfast \$10.00  Lunch \$12.75  Dinner \$32.25  Daily Maximum \$43.50	Burbank \$5.00  John Wayne \$12.00 (Auxiliary Lot)  LAX \$10.00 (Lot - C)  Ontario \$12.00 (Lots 2 & 4) \$6.00 (Lot S) &9.00 (Lot 3)  Long Beach \$6.00  Porterage per day \$1.00	In Southern California:  New County Rate for all Miles: \$.325	\$165.50 per night with voucher single-occupancy plus hotel taxes  \$20.00 per night without voucher

• Meals and lodging are reimbursable only as pre-authorized by County Program Manager.

# COUNTY OF LOS ANGELES



## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES With ARMTech

January 2004 to December 31, 2006

Prepared by:  
Chief Administrative Office (CAO)  
Risk Management Operations  
Delta Uyenoyama, Chief

COUNTY OF LOS ANGELES  
MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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## **MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES**

This MASTER AGREEMENT (hereafter sometimes referred to as ("Master Agreement")) is entered into by and between the County of Los Angeles (hereafter "County") and ARMTech (hereafter "Contractor"), to provide County with as needed risk management and insurance consulting services (hereafter "Consulting Services").

### **1.0 APPLICABLE DOCUMENTS**

This Agreement, Attachment A to this Agreement, and the exhibits listed below form the entire Agreement between the parties. Any conflict in the terms of the Agreement shall be resolved by giving preference first to the provisions of the Agreement and its Attachment A, then the Request for Proposals, then the Contractor's Proposal.

#### **EXHIBITS**

- A. Request for Proposals (RFP) for Risk Management and Insurance Consulting Services released August 11, 2003.
- B. Proposal of Contractor received by County's amended due date of September 25<sup>th</sup>, 2003 for receipt of proposals.

### **2.0 DEFINITIONS**

- 2.1 Master Agreement: Agreement entitled "Master Agreement for Risk Management and Insurance Consulting Services" which sets forth the terms and conditions for the issuance and performance of subsequent Work Orders relating to County's commercial and self-insurance programs and risk management information system.
- 2.2 Work Order: Subordinate agreement executed pursuant to this Master Agreement, for performance of a specific project/task which the Chief Administrative Officer has determined can be best performed by a Master Agreement Contractor.
- 2.3 Master Agreement Contractor: Any consultant that qualifies and has entered into a Master Agreement with the County.
- 2.4 Work Order Request: Solicitation of proposals by County to Master Agreement Contractors for a specific project/task. The Work Order Request will describe in detail the specific project/task, including but not limited to, the scope of work, completion date and other requirements.

- 2.5 Statement of Work: A written description of project/task and deliverables desired by County for each specific Work Order.
- 2.6 County's Commercial Insurance Program: Programs which the County has purchased or may purchase via a policy of insurance from an underwriter or group of underwriters to provide coverage for specified risk exposure(s).
- 2.7 County's Self-Insurance Program: Programs in which the County self-funds its liability losses in lieu of purchasing commercial insurance coverage.
- 2.8 Risk Management Information System: An automated electronic database and reporting system which supports claims administration, financial, statistical and loss prevention functions performed by the County and its third party claims administrators.
- 2.9 Workers' Compensation: Primary objective of the program to provide all Workers' compensation benefits required under State law to injured County employees on a timely basis, and at the least possible cost to the County.
- 2.10 Occupational Health Programs: Establishment and administration of a comprehensive program to include as required; medical, psychological evaluations, counseling, preventative medicine and wellness programs, development and implementation of policies and procedures for specialized countywide health and safety programs.
- 2.11 STD and LTD Programs: Early Return to Work Program was established to conserve human resources by returning ill or injured employees to work as soon as possible. Long Term Disability provides income benefits to employees who are expected to be disabled from the job six months or more.

### 3.0 **COUNTY'S PROGRAM MANAGER**

The County's Program Manager for this Agreement shall be the Chief Administrative Officer (CAO). The County's Program Manager has express authority to execute all Work Orders for County under this Agreement. All work performed under this Agreement shall be subject to the approval of the County Program Manager or his designee(s), who shall be responsible for ongoing evaluation of Contractor's performance and have full authority to direct the Contractor in areas relating to policy, procedures and other matters within the purview of this Agreement.

4.0 **CONTRACTOR'S MANAGERS**

Contractor's Contract Manager shall be:

Steven P. Kahn, CPCU, ARM  
Managing Director  
ARMTech  
1901 Main Street, Suite 420  
Irvine, CA 92614-0513

Telephone: (949) 608-6501

Fax: (949) 608-6530

E-mail: steven\_kahn@armtech.com

The Contract Manager shall have overall responsibility for the performance of Contractor's activities under this Agreement and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this Agreement.

A specific Project Manager shall be designated in response to a Work Order Request and will be responsible for the day-to-day activities related to the Work Order. The designated Project Manager will report to County in the manner set forth in the Work Order. The designated Project Manager shall be a full-time employee of Contractor, and any replacement of the Project Manager shall be subject to written approval by County's Program Manager.

5.0 **CONTRACTOR PERSONNEL**

The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Work Order's Statement of Work. The Contractor will ensure that its staff possess the required professional licenses and certificates, if any, required by State of California. Except for events beyond the Contractor's control or when mutually agreed to, personnel assigned to a Work Order will remain assigned until the Work Order is completed. The Contractor will make every attempt to immediately fill the vacant position with a qualified person however, if the position remains vacant for more than five working days, the County may assess liquidated damages against the Contractor.

The County reserves the right to approve or disapprove any of the Contractor's assigned personnel or any proposed changes in the Contractor's personnel and to require replacement of the Contractor's personnel under a Work Order. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

## 6.0 **TYPE OF CONSULTANT SERVICES**

Consultation involving one or more of the following professional specializations may be needed by the County:

- 6.1 Commercial Insurance - Specialists in the areas of property, casualty and disability insurance. This might require professionals such as brokers, underwriters and claims adjusters.
- 6.2 Self-Insurance - Specialists in the areas of auto, general and professional liability self-funded programs, including obtaining annuities for structured settlements. This might include actuaries, claims and legal defense administrators, loss prevention, annuity, and fraud experts.
- 6.3 Information Systems - Specialists in the area of risk management information systems. This might include systems analysts, software programmers and trainers.
- 6.4 Workers' Compensation - Specialists in areas of claims administration, vocational rehabilitation services, and return to work administration. This requires professionals such as claims and legal administrators, claims adjusters, vocational rehabilitation counselors, return-to-work/ STD and LTD experts, structured settlement experts, medical management consultants and actuaries.
- 6.5 Occupational Health Programs - Specialists in areas of board-certified occupational health physicians to assist in addressing key occupational health issues which could include, but is not limited to the development or revision of occupational health program policy, procedures and protocol; advise on occupational health and related issues; conduct specialized research; confer with medical and professional personnel; consult in planning and directing occupational health program; meet and confer as needed.
- 6.6 Risk Management Training - Specialists in the area of risk management with the ability to provide seminars and training sessions for County personnel concerning claim and risk control issues.

## 7.0 **ASSIGNMENT OF WORK ORDERS**

The following describes the normal process to be utilized to select and award a Work Order for a given project. However, at the sole discretion of the County's Program Manager, a Work Order may be awarded directly to a specific consultant.

7.1 Project Initiation/Work Order Request

The County Program Manager will determine when a project can best be performed by a Master Agreement Contractor and will issue a Work Order Request to all Master Agreement Contractors on the panel qualified for the type of consultant service. The Work Order Request will include a detailed description of the scope of work, deliverables, completion dates, and any other specified requirements in the Statement of Work.

7.2 Proposal Submission

Interested Master Agreement Contractors will submit proposals which must include at a minimum the following:

7.2.1 A detailed approach to the project with a full description of the methodology to be employed and a timetable for project completion.

7.2.2 Resumes of proposed personnel, including the project manager who will be responsible for coordination of the project, supervisory personnel and other staff to be assigned to the project.

7.2.3 A description of the consultant's experience and capabilities.

7.2.4 A total cost to complete the project, itemizing the number of hours and cost by job classification for the staff participating in the project, at an hourly rate equal to or below those in the consultant's Master Agreement.

7.3 Evaluation/Selection

An evaluation committee will evaluate and score the proposals based on factors which may include, but not necessarily be limited to, the following:

7.3.1 Quality of Work Plan

7.3.2 Experience of Personnel and the Firm

7.3.3 Work Schedule and Completion Date

7.3.4 Project Costs

These factors may be weighted depending upon the type of project being evaluated. The County Program Manager or his designee may negotiate with the firm receiving the highest score for any additional services or enhancements to the Work Order. The Master Agreement Contractor who

receives the highest score will be recommended to the County's Program Manager who is authorized to execute the Work Order.

**8.0 WORK ORDER**

The Contractor shall fully perform, complete and deliver as required, all tasks, deliverables, reports, services and other work as set forth in each Work Order. The Contractor shall perform the services within the agreed upon cost, and any cost in excess of the agreed cost shall be the responsibility of the Contractor.

The Contractor agrees that should work be performed outside the scope of any Work Order without the prior written approval of the County's Program Manager, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against County.

In the event of any conflict between any provision in a Work Order and the terms of this Master Agreement, the Work Order will prevail.

**9.0 TERM**

9.1 The term of the Master Agreement shall commence the first business day following award by the Board of Supervisors and shall continue in full force and effect until December 31, 2006. The Contractor's delivery of services hereunder shall commence at a date mutually agreeable to the parties but in no event shall the implementation date be later than December 31, 2006.

9.2 In the event of expiration or prior termination of the term of this Agreement, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

**10.0 CONTRACT SUM**

Funds will only be expended when consulting services are needed to complete an individual project. Payments made for work completed will be charged to the appropriate General, Special and/or Enterprise Fund. Funding is available for this purpose in the applicable 2003-2004 Budgets. Funds for payment of work performed in the future fiscal years will be subject to appropriation by the County Board of Supervisors.

**11.0 INVOICES AND PAYMENT**

The Contractor fees shall be payable on a time and expense basis, however, rates will not exceed rates quoted for personnel and other costs listed in Attachment A, Contractor Fees, hereunder. The Contractor Fees shall include all applicable

taxes, and any additional taxes that are not included remain the responsibility of the Contractor. The Contractor shall submit an invoice to the County Program Manager for approval and payment within 30 days upon receipt of invoice. County will withhold ten percent (10%) of all approved progress payments until the final Contractor report is accepted.

## 12.0 **APPROVAL OF WORK**

All tasks, deliverables, services or other work performed by the Contractor for any Work Order issued is subject to the written approval of the County Program Manager or his designee. Approval or rejection of deliverable(s) will not be unreasonably withheld and in no instance will exceed more than four (4) weeks from receipt of the deliverable by the County.

## 13.0 **CHANGES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Master Agreement and any other provisions of this Master Agreement. All changes shall be accomplished as follows:

### 13.1 **Master Agreement Changes**

For any changes which affect the scope of work, term, payments, or any provision included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.

For any change which does not affect the scope of work, term, payments, or any provision included in this Master Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

### 13.2 **Work Order Changes**

Changes affecting the Statement of Work or maximum dollar amount of any Work Order shall be accomplished by a Work Order Amendment executed by the County's Program Manager or his designee and Contractor's Contract Manager.

Changes extending the period of performance or changes affecting Contractor's project personnel, shall be accomplished by written notification from the Contractor's Project Manager, and acceptance or rejection by the County's Program Manager or his designee.

**14.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 14.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a ten (10) day prior written Notice of Termination specifying the extent to which the work is terminated and the date upon which such termination becomes effective. Said notice of Termination shall be given by the County Program Manager.
- 14.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:
  - 14.2.1 Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 14.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
  - 14.2.3 Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.
  - 14.2.4 In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due the County.
- 14.3 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under



this Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

**15.0 RECORD RETENTION AND INSPECTION**

Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is later.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such other location in the County as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a one hundred (100) mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

**16.0 ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT**

If, at any time during the term of this Agreement or four (4) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments hereunder to the Contractor.

If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.

**17.0 LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

**18.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.

**19.0 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

**20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

- 20.1 Evidence of Insurance or Comparable Self-Insurance Program:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Delta Uyenoyama, Chief  
Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this Agreement.
- 20.1.2 Clearly evidence all coverages required in this Agreement.
- 20.1.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 20.1.4 Include copies of the additional insured endorsement, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

- 20.2 Insurer Financial Ratings:** County recognizes that Contractor maintains a self-insurance program.

- 20.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

- 20.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- 20.4.1 any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

20.4.2 any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

20.4.3 any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

20.4.4 any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

20.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

20.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

20.6.1 Contractor providing evidence of insurance covering the activities of sub-contractors, or

20.6.2 Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

### 21.0 **INSURANCE COVERAGE REQUIREMENTS**

21.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate :	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury :	\$1 million
Each Occurrence:	\$1 million

21.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 21.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 21.4 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

## 22.0 **BASIC HEALTH INSURANCE AND BENEFITS**

The Contractor will provide basic health coverage for employees of the Contractor who perform work under the provisions of this Agreement.

## 23.0 **COVENANT AGAINST FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## 24.0 **GOVERNING LAWS AND VENUE**

This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any application statute, regulation, or any other law which occurs after the effective date of this Agreement.

When an action is brought by either party to this Agreement, the action shall be brought in the Central District of the Los Angeles County Superior Court or the Central Civil Division of the Los Angeles Municipal Court.

**25.0 COMPLIANCE WITH LAWS**

25.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

25.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations and ordinances.

**26.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

26.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

26.2 In the event the Agreement is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.

26.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."

27.0 **NONEXCLUSIVE AGREEMENT**

This is a nonexclusive Agreement. The County reserves the right to contract with any and all successful proposers for the same or similar services.

28.0 **DELEGATION AND ASSIGNMENT**

The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.

28.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's request to the County, for approval to enter into a subcontract shall include:

28.1.1 A description of the services to be provided by a proposed subcontractor.

28.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

28.1.3 The proposed subcontract amount, together with the Contractor's cost or price analysis thereof. Subcontractor's hourly rate shall not exceed the hourly rates approved for Contractor by County.

28.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

28.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

29.0 **TERMINATION FOR IMPROPER CONSIDERATION**

The County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in

any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### 30.0 **DISCLOSURE OF INFORMATION**

The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law.

However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:

30.1 The Contractor shall develop all publicity material in a professional manner.

30.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the County without the County's prior consent.

30.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

### 31.0 **NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give



notice thereof, including all relevant information with respect thereto, to the other party.

**32.0 VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**33.0 WAIVER**

No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

**34.0 NOTICES**

34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated at the address set forth on page two of this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Delta Uyenoyama, Chief  
Risk Management Operations, CAO  
County of Los Angeles  
3333 Wilshire Blvd, Suite 820  
Los Angeles, California 90010

34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.

**35.0 NON-DISCRIMINATION IN EMPLOYMENT**

35.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 35.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 35.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 35.4 The Contractor shall allow the County's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 35.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

**36.0 NON-DISCRIMINATION IN SERVICES**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.

- 36.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage

or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.

36.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.

**37.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Sub chapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

**38.0 CONFLICT OF INTEREST**

The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Agreement.

**39.0 CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and Confidentiality Agreement" (Part D, Exhibit 8 of the RFP). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.

If Contractor does not wish to submit the signed Confidentiality Agreement, Contractor is still responsible for any wrongful dissemination of confidential information by it's employees, whether occurring within the course of employment or outside the course of employment.

40.0 **AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

41.0 **MERGER**

This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

42.0 **LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

43.0 **CONTRACTOR'S OFFICE**

The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location at least ten (10) calendar days prior to the effective date thereof, and secure the County Program Manager's approval.

44.0 **UNLAWFUL SOLICITATION**

44.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

44.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and

Confidentiality Agreement" (Part D, Exhibit 8 of the RFP).

45.0 **IMPROPER ACTS OR FAILURE TO ACT**

The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this Agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.

Contractor shall not be required to reimburse County if Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.

46.0 **COUNTY LOBBYIST ORDINANCE**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

47.0 **COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

The County retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

48.0 **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

49.0 **CONSIDERATION OF HIRING PARTICIPANTS OF THE GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the position. The County will refer GAIN participants by job category to the Contractor.

50.0 **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

51.0 **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

52.0 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53.0 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

54.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

54.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

54.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

54.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

54.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail it self of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

54.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

54.7 These terms shall also apply to subcontractors of County Contractors.

55.0 **CYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

56.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Division shall be grounds upon which County Board of Supervisors may terminate this agreement pursuant to Paragraphs 26.0, "Termination for Default of Contractor".

57.0 **COMPLIANCE WITH JURY SERVICE PROGRAM**

57.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.



57.2 Written Employee Jury Service Policy:

- 57.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 57.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. The lesser number is recognized industry standard as determined by the County, or 2. Contractor has a long-standing practice that defines the lesser number of hours as full time. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Services Program shall be attached to the agreement.
- 57.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

57.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

58.0 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive  
Officer-Clerk of the Board of  
Supervisors of the County of  
Los Angeles

By \_\_\_\_\_  
Deputy

CONTRACTOR'S NAME

By ARM Tech

Steven P. Kahn  
Steven P. Kahn, CPCU, ARM  
ARMTech

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By Donovan Main  
Donovan Main  
Chief Deputy, County Counsel

**ATTACHMENT A**  
**CONTRACTOR FEES**

csr:g:RM ConsultMAFORMAT03..rev

### PART 8.4.1 Personnel Costs

Types of Projects	Job Classification	Hourly Rates for Fiscal Year July 1 to June 30		
		2004	2005	2006
ARM Tech				
Commercial insurance, self-insurance, workers compensation claims, actuarial	Managing Director	\$250	\$270	\$290
	Senior Consultant	175	200	225
	Technical Associates	110	125	140
	Word Processing	55	65	75
Aon Risk Services				
Loss control, loss prevention	Risk Control Consultant	\$135	\$145	\$160
	Claims Consultant	135	145	160
	Loss Control Consultant	175	175	175
Aon Workforce Strategies				
LTD & STD & occupational health	Senior Vice President (LTD, STD and SIB consulting)	300	315	325
	Consultant	175	200	225
	Technical Associate	110	125	140
Aon Risk Consultants				
Risk Management Information Systems	Director, Risk Information Consulting (RIC)	\$250	\$250	\$250
	Senior Consultant, RIC	210	210	210
	Consultant, RIC	175	175	175
	All other RIC personnel	150	150	150

**CHIEF ADMINISTRATIVE OFFICE  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
MAXIMUM EXPENSE RATES**

Photocopy/Fax	Meals*	Airport Parking	Mileage	Lodging
N/A ¢ per page up to 5,000 10¢ for each page at page 5,000 and over  - OR -  15¢ per page for any and all copies	Breakfast \$10.00  Lunch \$12.75  Dinner \$32.25  Daily Maximum \$43.50	Burbank \$5.00  John Wayne \$12.00 (Auxiliary Lot)  LAX \$10.00 (Lot - C)  Ontario \$12.00 (Lots 2 & 4) \$6.00 (Lot S) &9.00 (Lot 3)  Long Beach \$6.00  Porterage per day \$1.00	In Southern California:  New County Rate for all Miles: \$.325	\$165.50 per night with voucher single-occupancy plus hotel taxes  \$20.00 per night without voucher

• Meals and lodging are reimbursable only as pre-authorized by County Program Manager.

# COUNTY OF LOS ANGELES



## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES With Kellogg-Cutler & Associates

January 2004 to December 31, 2006

Prepared by:  
Chief Administrative Office (CAO)  
Risk Management Operations  
Delta Uyenoyama, Chief

COUNTY OF LOS ANGELES  
MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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## **MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES**

This MASTER AGREEMENT (hereafter sometimes referred to as ("Master Agreement")) is entered into by and between the County of Los Angeles (hereafter "County") and Kellogg-Cutler & Associates (hereafter "Contractor"), to provide County with as needed risk management and insurance consulting services (hereafter "Consulting Services").

### **1.0 APPLICABLE DOCUMENTS**

This Agreement, Attachment A to this Agreement, and the exhibits listed below form the entire Agreement between the parties. Any conflict in the terms of the Agreement shall be resolved by giving preference first to the provisions of the Agreement and its Attachment A, then the Request for Proposals, then the Contractor's Proposal.

#### **EXHIBITS**

- A. Request for Proposals (RFP) for Risk Management and Insurance Consulting Services released August 11, 2003.
- B. Proposal of Contractor received by County's amended due date of September 25<sup>th</sup>, 2003 for receipt of proposals.

### **2.0 DEFINITIONS**

- 2.1 Master Agreement: Agreement entitled "Master Agreement for Risk Management and Insurance Consulting Services" which sets forth the terms and conditions for the issuance and performance of subsequent Work Orders relating to County's commercial and self-insurance programs and risk management information system.
- 2.2 Work Order: Subordinate agreement executed pursuant to this Master Agreement, for performance of a specific project/task which the Chief Administrative Officer has determined can be best performed by a Master Agreement Contractor.
- 2.3 Master Agreement Contractor: Any consultant that qualifies and has entered into a Master Agreement with the County.
- 2.4 Work Order Request: Solicitation of proposals by County to Master Agreement Contractors for a specific project/task. The Work Order Request will describe in detail the specific project/task, including but not limited to, the scope of work, completion date and other requirements.

- 2.5 Statement of Work: A written description of project/task and deliverables desired by County for each specific Work Order.
- 2.6 County's Commercial Insurance Program: Programs which the County has purchased or may purchase via a policy of insurance from an underwriter or group of underwriters to provide coverage for specified risk exposure(s).
- 2.7 County's Self-Insurance Program: Programs in which the County self-funds its liability losses in lieu of purchasing commercial insurance coverage.
- 2.8 Risk Management Information System: An automated electronic database and reporting system which supports claims administration, financial, statistical and loss prevention functions performed by the County and its third party claims administrators.
- 2.9 Workers' Compensation: Primary objective of the program to provide all Workers' compensation benefits required under State law to injured County employees on a timely basis, and at the least possible cost to the County.
- 2.10 Occupational Health Programs: Establishment and administration of a comprehensive program to include as required; medical, psychological evaluations, counseling, preventative medicine and wellness programs, development and implementation of policies and procedures for specialized countywide health and safety programs.
- 2.11 STD and LTD Programs: Early Return to Work Program was established to conserve human resources by returning ill or injured employees to work as soon as possible. Long Term Disability provides income benefits to employees who are expected to be disabled from the job six months or more.

### 3.0 **COUNTY'S PROGRAM MANAGER**

The County's Program Manager for this Agreement shall be the Chief Administrative Officer (CAO). The County's Program Manager has express authority to execute all Work Orders for County under this Agreement. All work performed under this Agreement shall be subject to the approval of the County Program Manager or his designee(s), who shall be responsible for ongoing evaluation of Contractor's performance and have full authority to direct the Contractor in areas relating to policy, procedures and other matters within the purview of this Agreement.

4.0 **CONTRACTOR'S MANAGERS**

Contractor's Contract Manager shall be:

Lloyd W. Cutler, CPCU  
Kellogg-Cutler & Associates  
330 E. Charleston Blvd.  
Las Vegas, Nevada 89104

Telephone: (702) 384-6601/(888) 273-1114

Fax: (702) 384-4043

E-mail: LloydCutler@worldnet.att.net

The Contract Manager shall have overall responsibility for the performance of Contractor's activities under this Agreement and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this Agreement.

A specific Project Manager shall be designated in response to a Work Order Request and will be responsible for the day-to-day activities related to the Work Order. The designated Project Manager will report to County in the manner set forth in the Work Order. The designated Project Manager shall be a full-time employee of Contractor, and any replacement of the Project Manager shall be subject to written approval by County's Program Manager.

5.0 **CONTRACTOR PERSONNEL**

The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Work Order's Statement of Work. The Contractor will ensure that its staff possess the required professional licenses and certificates, if any, required by State of California. Except for events beyond the Contractor's control or when mutually agreed to, personnel assigned to a Work Order will remain assigned until the Work Order is completed. The Contractor will make every attempt to immediately fill the vacant position with a qualified person however, if the position remains vacant for more than five working days, the County may assess liquidated damages against the Contractor.

The County reserves the right to approve or disapprove any of the Contractor's assigned personnel or any proposed changes in the Contractor's personnel and to require replacement of the Contractor's personnel under a Work Order. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

**6.0 TYPE OF CONSULTANT SERVICES**

Consultation involving one or more of the following professional specializations may be needed by the County:

- 6.1 Commercial Insurance - Specialists in the areas of property, casualty and disability insurance. This might require professionals such as brokers, underwriters and claims adjusters.
- 6.2 Self-Insurance - Specialists in the areas of auto, general and professional liability self-funded programs, including obtaining annuities for structured settlements. This might include actuaries, claims and legal defense administrators, loss prevention, annuity, and fraud experts.
- 6.3 Information Systems - Specialists in the area of risk management information systems. This might include systems analysts, software programmers and trainers.
- 6.4 Workers' Compensation - Specialists in areas of claims administration, vocational rehabilitation services, and return to work administration. This requires professionals such as claims and legal administrators, claims adjusters, vocational rehabilitation counselors, return-to-work/ STD and LTD experts, structured settlement experts, medical management consultants and actuaries.
- 6.5 Occupational Health Programs - Specialists in areas of board-certified occupational health physicians to assist in addressing key occupational health issues which could include, but is not limited to the development or revision of occupational health program policy, procedures and protocol; advise on occupational health and related issues; conduct specialized research; confer with medical and professional personnel; consult in planning and directing occupational health program; meet and confer as needed.
- 6.6 Risk Management Training - Specialists in the area of risk management with the ability to provide seminars and training sessions for County personnel concerning claim and risk control issues.

**7.0 ASSIGNMENT OF WORK ORDERS**

The following describes the normal process to be utilized to select and award a Work Order for a given project. However, at the sole discretion of the County's Program Manager, a Work Order may be awarded directly to a specific consultant.

7.1 Project Initiation/Work Order Request

The County Program Manager will determine when a project can best be performed by a Master Agreement Contractor and will issue a Work Order Request to all Master Agreement Contractors on the panel qualified for the type of consultant service. The Work Order Request will include a detailed description of the scope of work, deliverables, completion dates, and any other specified requirements in the Statement of Work.

7.2 Proposal Submission

Interested Master Agreement Contractors will submit proposals which must include at a minimum the following:

7.2.1 A detailed approach to the project with a full description of the methodology to be employed and a timetable for project completion.

7.2.2 Resumes of proposed personnel, including the project manager who will be responsible for coordination of the project, supervisory personnel and other staff to be assigned to the project.

7.2.3 A description of the consultant's experience and capabilities.

7.2.4 A total cost to complete the project, itemizing the number of hours and cost by job classification for the staff participating in the project, at an hourly rate equal to or below those in the consultant's Master Agreement.

7.3 Evaluation/Selection

An evaluation committee will evaluate and score the proposals based on factors which may include, but not necessarily be limited to, the following:

7.3.1 Quality of Work Plan

7.3.2 Experience of Personnel and the Firm

7.3.3 Work Schedule and Completion Date

7.3.4 Project Costs

These factors may be weighted depending upon the type of project being evaluated. The County Program Manager or his designee may negotiate with the firm receiving the highest score for any additional services or enhancements to the Work Order. The Master Agreement Contractor who

## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

receives the highest score will be recommended to the County's Program Manager who is authorized to execute the Work Order.

### **8.0 WORK ORDER**

The Contractor shall fully perform, complete and deliver as required, all tasks, deliverables, reports, services and other work as set forth in each Work Order. The Contractor shall perform the services within the agreed upon cost, and any cost in excess of the agreed cost shall be the responsibility of the Contractor.

The Contractor agrees that should work be performed outside the scope of any Work Order without the prior written approval of the County's Program Manager, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against County.

In the event of any conflict between any provision in a Work Order and the terms of this Master Agreement, the Work Order will prevail.

### **9.0 TERM**

9.1 The term of the Master Agreement shall commence the first business day following award by the Board of Supervisors and shall continue in full force and effect until December 31, 2006. The Contractor's delivery of services hereunder shall commence at a date mutually agreeable to the parties but in no event shall the implementation date be later than December 31, 2006.

9.2 In the event of expiration or prior termination of the term of this Agreement, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

### **10.0 CONTRACT SUM**

Funds will only be expended when consulting services are needed to complete an individual project. Payments made for work completed will be charged to the appropriate General, Special and/or Enterprise Fund. Funding is available for this purpose in the applicable 2003-2004 Budgets. Funds for payment of work performed in the future fiscal years will be subject to appropriation by the County Board of Supervisors.

### **11.0 INVOICES AND PAYMENT**

The Contractor fees shall be payable on a time and expense basis, however, rates will not exceed rates quoted for personnel and other costs listed in Attachment A, Contractor Fees, hereunder. The Contractor Fees shall include all applicable

taxes, and any additional taxes that are not included remain the responsibility of the Contractor. The Contractor shall submit an invoice to the County Program Manager for approval and payment within 30 days upon receipt of invoice. County will withhold ten percent (10%) of all approved progress payments until the final Contractor report is accepted.

## 12.0 **APPROVAL OF WORK**

All tasks, deliverables, services or other work performed by the Contractor for any Work Order issued is subject to the written approval of the County Program Manager or his designee. Approval or rejection of deliverable(s) will not be unreasonably withheld and in no instance will exceed more than four (4) weeks from receipt of the deliverable by the County.

## 13.0 **CHANGES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Master Agreement and any other provisions of this Master Agreement. All changes shall be accomplished as follows:

### 13.1 **Master Agreement Changes**

For any changes which affect the scope of work, term, payments, or any provision included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.

For any change which does not affect the scope of work, term, payments, or any provision included in this Master Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

### 13.2 **Work Order Changes**

Changes affecting the Statement of Work or maximum dollar amount of any Work Order shall be accomplished by a Work Order Amendment executed by the County's Program Manager or his designee and Contractor's Contract Manager.

Changes extending the period of performance or changes affecting Contractor's project personnel, shall be accomplished by written notification from the Contractor's Project Manager, and acceptance or rejection by the County's Program Manager or his designee.



**14.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

14.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a ten (10) day prior written Notice of Termination specifying the extent to which the work is terminated and the date upon which such termination becomes effective. Said notice of Termination shall be given by the County Program Manager.

14.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:

14.2.1 Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

14.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

14.2.3 Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

14.2.4 In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due the County.

14.3 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under

this Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

**15.0 RECORD RETENTION AND INSPECTION**

Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is later.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such other location in the County as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a one hundred (100) mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

**16.0 ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT**

If, at any time during the term of this Agreement or four (4) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments hereunder to the Contractor.

If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.

**17.0 LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

**18.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.

**19.0 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

**20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

**20.1 Evidence of Insurance or Comparable Self-Insurance Program:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Delta Uyenoyama, Chief  
Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this Agreement.
- 20.1.2 Clearly evidence all coverages required in this Agreement.
- 20.1.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 20.1.4 Include copies of the additional insured endorsement, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

**20.2 Insurer Financial Ratings:** County recognizes that Contractor maintains a self-insurance program.

**20.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

**20.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- 20.4.1 any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

- 20.4.2 any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
  - 20.4.3 any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
  - 20.4.4 any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- 20.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 20.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- 20.6.1 Contractor providing evidence of insurance covering the activities of sub-contractors, or
  - 20.6.2 Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

## 21.0 **INSURANCE COVERAGE REQUIREMENTS**

- 21.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- |  |             |
|--|-------------|
| General Aggregate :                      | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury :        | \$1 million |
| Each Occurrence:                         | \$1 million |
- 21.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 21.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 21.4 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

22.0 **BASIC HEALTH INSURANCE AND BENEFITS**

The Contractor will provide basic health coverage for employees of the Contractor who perform work under the provisions of this Agreement.

23.0 **COVENANT AGAINST FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

24.0 **GOVERNING LAWS AND VENUE**

This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any application statute, regulation, or any other law which occurs after the effective date of this Agreement.

When an action is brought by either party to this Agreement, the action shall be brought in the Central District of the Los Angeles County Superior Court or the Central Civil Division of the Los Angeles Municipal Court.

**25.0 COMPLIANCE WITH LAWS**

25.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

25.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations and ordinances.

**26.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

26.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

26.2 In the event the Agreement is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.

26.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."

27.0 **NONEXCLUSIVE AGREEMENT**

This is a nonexclusive Agreement. The County reserves the right to contract with any and all successful proposers for the same or similar services.

28.0 **DELEGATION AND ASSIGNMENT**

The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.

28.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's request to the County, for approval to enter into a subcontract shall include:

28.1.1 A description of the services to be provided by a proposed subcontractor.

28.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

28.1.3 The proposed subcontract amount, together with the Contractor's cost or price analysis thereof. Subcontractor's hourly rate shall not exceed the hourly rates approved for Contractor by County.

28.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

28.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

29.0 **TERMINATION FOR IMPROPER CONSIDERATION**

The County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in



any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### 30.0 **DISCLOSURE OF INFORMATION**

The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law.

However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:

30.1 The Contractor shall develop all publicity material in a professional manner.

30.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the County without the County's prior consent.

30.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

### 31.0 **NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give

notice thereof, including all relevant information with respect thereto, to the other party.

32.0 **VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

33.0 **WAIVER**

No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

34.0 **NOTICES**

34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated at the address set forth on page two of this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Delta Uyenoyama, Chief  
Risk Management Operations, CAO  
County of Los Angeles  
3333 Wilshire Blvd, Suite 820  
Los Angeles, California 90010

34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.

35.0 **NON-DISCRIMINATION IN EMPLOYMENT**

35.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 35.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 35.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 35.4 The Contractor shall allow the County's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 35.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

36.0 **NON-DISCRIMINATION IN SERVICES**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.

- 36.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage

or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.

36.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.

37.0 **ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Sub chapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

38.0 **CONFLICT OF INTEREST**

The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Agreement.

39.0 **CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and Confidentiality Agreement" (Part D, Exhibit 8 of the RFP). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.

If Contractor does not wish to submit the signed Confidentiality Agreement, Contractor is still responsible for any wrongful dissemination of confidential information by it's employees, whether occurring within the course of employment or outside the course of employment.

40.0 **AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

41.0 **MERGER**

This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

42.0 **LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

43.0 **CONTRACTOR'S OFFICE**

The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location at least ten (10) calendar days prior to the effective date thereof, and secure the County Program Manager's approval.

44.0 **UNLAWFUL SOLICITATION**

44.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

44.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and

Confidentiality Agreement" (Part D, Exhibit 8 of the RFP).

**45.0 IMPROPER ACTS OR FAILURE TO ACT**

The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this Agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.

Contractor shall not be required to reimburse County if Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.

**46.0 COUNTY LOBBYIST ORDINANCE**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**47.0 COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

The County retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

**48.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

49.0 **CONSIDERATION OF HIRING PARTICIPANTS OF THE GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the position. The County will refer GAIN participants by job category to the Contractor.

50.0 **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

51.0 **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's, *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

52.0 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53.0 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

54.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

54.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

54.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

54.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.



54.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail it self of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

54.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

54.7 These terms shall also apply to subcontractors of County Contractors.

55.0 **CYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

56.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Division shall be grounds upon which County Board of Supervisors may terminate this agreement pursuant to Paragraphs 26.0, "Termination for Default of Contractor".

57.0 **COMPLIANCE WITH JURY SERVICE PROGRAM**

57.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.2 Written Employee Jury Service Policy:

- 57.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 57.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. The lesser number is recognized industry standard as determined by the County, or 2. Contractor has a long-standing practice that defines the lesser number of hours as full time. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Services Program shall be attached to the agreement.
- 57.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its 'exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

57.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

58.0 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

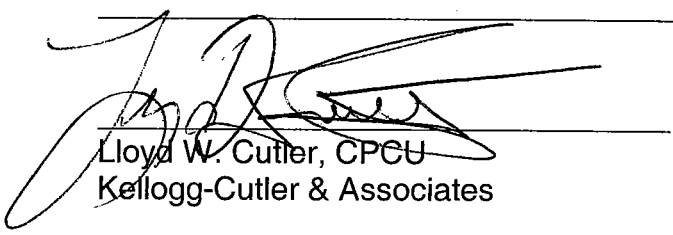
By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive  
Officer-Clerk of the Board of  
Supervisors of the County of  
Los Angeles

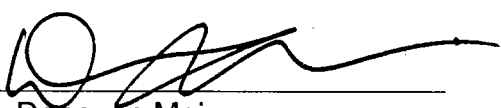
By \_\_\_\_\_  
Deputy

CONTRACTOR'S NAME

By \_\_\_\_\_  
  
Lloyd W. Cutler, CPCU  
Kellogg-Cutler & Associates

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By  \_\_\_\_\_  
Donovan Main  
Chief Deputy, County Counsel

**ATTACHMENT A**  
**CONTRACTOR FEES**

csr:g:RM ConsultMAFORMAT03..rev

# **MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES**

## **CONTRACTOR FEES**

For evaluation purposes, proposers shall use the following format to submit pricing information for each type of project:

### **Type of Project**

This pricing information is for: (Circle the type of project (s) on which you can work)

- ① Commercial Insurance Projects
- ② Self-Insured Projects
- ③ Risk Management Information Systems
- ④ Workers Compensation Claims Program
- 5. Occupational Health Programs
- ⑥ Loss Control and Prevention
- ⑦ Long Term Disability, Short Term Disability Programs
- 8. Actuarial Studies

### **Billing Rates**

#### **Personnel Costs:**

Job Classification (to include but not be limited to the examples below)	Hourly Rates for Fiscal Year July 1 - June 30		
	2004	2005	2006
Partner	\$150.00	\$150.00	\$150.00
Program Manager	\$150.00	\$150.00	\$150.00
Project Manager	\$150.00	\$150.00	\$150.00
Occupational Medicine Specialist	---	---	---
Actuary	---	---	---
Workers' Compensation Claims Specialist	---	---	---
LTD Hearing Officer	---	---	---
Staff	\$50.00	\$50.00	\$50.00
Clerical	\$30.00	\$30.00	\$30.00

used in above rates. Rates are not to exceed maximum rates indicated on Exhibit 3.)

<i>examples:</i>	
Mileage -0-	cost per mile -0-
Photocopy -0-	cost per page -0-
FAX -0-	cost per fax -0-
Parking	at rate incurred Reimburse actual costs

**CHIEF ADMINISTRATIVE OFFICE  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
MAXIMUM EXPENSE RATES**

Photocopy/Fax	Meals*	Airport Parking	Mileage	Lodging
N/A ¢ per page up to 5,000 10¢ for each page at page 5,000 and over  - OR -  15¢ per page for any and all copies	Breakfast \$10.00  Lunch \$12.75  Dinner \$32.25  Daily Maximum \$43.50	Burbank \$5.00  John Wayne \$12.00 (Auxiliary Lot)  LAX \$10.00 (Lot - C)  Ontario \$12.00 (Lots 2 & 4) \$6.00 (Lot S) &9.00 (Lot 3)  Long Beach \$6.00  Porterage per day \$1.00	In Southern California:  New County Rate for all Miles: \$.325	\$165.50 per night with voucher single-occupancy plus hotel taxes  \$20.00 per night without voucher

• Meals and lodging are reimbursable only as pre-authorized by County Program Manager.

# COUNTY OF LOS ANGELES



## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES With Shelter Island Risk Services

January 2004 to December 31, 2006

Prepared by:  
Chief Administrative Office (CAO)  
Risk Management Operations  
Delta Uyenoyama, Chief



COUNTY OF LOS ANGELES  
MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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**MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE  
CONSULTING SERVICES**

This MASTER AGREEMENT (hereafter sometimes referred to as ("Master Agreement")) is entered into by and between the County of Los Angeles (hereafter "County") and Shelter Island Risk Services (hereafter "Contractor"), to provide County with as needed risk management and insurance consulting services (hereafter "Consulting Services").

**1.0 APPLICABLE DOCUMENTS**

This Agreement, Attachment A to this Agreement, and the exhibits listed below form the entire Agreement between the parties. Any conflict in the terms of the Agreement shall be resolved by giving preference first to the provisions of the Agreement and its Attachment A, then the Request for Proposals, then the Contractor's Proposal.

**EXHIBITS**

- A. Request for Proposals (RFP) for Risk Management and Insurance Consulting Services released August 11, 2003.
- B. Proposal of Contractor received by County's amended due date of September 25<sup>th</sup>, 2003 for receipt of proposals.

**2.0 DEFINITIONS**

- 2.1 Master Agreement: Agreement entitled "Master Agreement for Risk Management and Insurance Consulting Services" which sets forth the terms and conditions for the issuance and performance of subsequent Work Orders relating to County's commercial and self-insurance programs and risk management information system.
- 2.2 Work Order: Subordinate agreement executed pursuant to this Master Agreement, for performance of a specific project/task which the Chief Administrative Officer has determined can be best performed by a Master Agreement Contractor.
- 2.3 Master Agreement Contractor: Any consultant that qualifies and has entered into a Master Agreement with the County.
- 2.4 Work Order Request: Solicitation of proposals by County to Master Agreement Contractors for a specific project/task. The Work Order Request will describe in detail the specific project/task, including but not limited to, the scope of work, completion date and other requirements.

- 2.5 Statement of Work: A written description of project/task and deliverables desired by County for each specific Work Order.
- 2.6 County's Commercial Insurance Program: Programs which the County has purchased or may purchase via a policy of insurance from an underwriter or group of underwriters to provide coverage for specified risk exposure(s).
- 2.7 County's Self-Insurance Program: Programs in which the County self-funds its liability losses in lieu of purchasing commercial insurance coverage.
- 2.8 Risk Management Information System: An automated electronic database and reporting system which supports claims administration, financial, statistical and loss prevention functions performed by the County and its third party claims administrators.
- 2.9 Workers' Compensation: Primary objective of the program to provide all Workers' compensation benefits required under State law to injured County employees on a timely basis, and at the least possible cost to the County.
- 2.10 Occupational Health Programs: Establishment and administration of a comprehensive program to include as required; medical, psychological evaluations, counseling, preventative medicine and wellness programs, development and implementation of policies and procedures for specialized countywide health and safety programs.
- 2.11 STD and LTD Programs: Early Return to Work Program was established to conserve human resources by returning ill or injured employees to work as soon as possible. Long Term Disability provides income benefits to employees who are expected to be disabled from the job six months or more.

### **3.0 COUNTY'S PROGRAM MANAGER**

The County's Program Manager for this Agreement shall be the Chief Administrative Officer (CAO). The County's Program Manager has express authority to execute all Work Orders for County under this Agreement. All work performed under this Agreement shall be subject to the approval of the County Program Manager or his designee(s), who shall be responsible for ongoing evaluation of Contractor's performance and have full authority to direct the Contractor in areas relating to policy, procedures and other matters within the purview of this Agreement.

**4.0 CONTRACTOR'S MANAGERS**

Contractor's Contract Manager shall be:

Richard F. Denning  
President  
Shelter Island Risk Services  
51 Tuthill Drive, P.O. Box 568  
Shelter Island, New York 11964  
Telephone: (631) 749-1535  
Fax: (631) 749-7885  
Email: [rdenning@sir.com](mailto:rdenning@sir.com)

The Contract Manager shall have overall responsibility for the performance of Contractor's activities under this Agreement and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this Agreement.

A specific Project Manager shall be designated in response to a Work Order Request and will be responsible for the day-to-day activities related to the Work Order. The designated Project Manager will report to County in the manner set forth in the Work Order. The designated Project Manager shall be a full-time employee of Contractor, and any replacement of the Project Manager shall be subject to written approval by County's Program Manager.

**5.0 CONTRACTOR PERSONNEL**

The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Work Order's Statement of Work. The Contractor will ensure that its staff possess the required professional licenses and certificates, if any, required by State of California. Except for events beyond the Contractor's control or when mutually agreed to, personnel assigned to a Work Order will remain assigned until the Work Order is completed. The Contractor will make every attempt to immediately fill the vacant position with a qualified person however, if the position remains vacant for more than five working days, the County may assess liquidated damages against the Contractor.

The County reserves the right to approve or disapprove any of the Contractor's assigned personnel or any proposed changes in the Contractor's personnel and to require replacement of the Contractor's personnel under a Work Order. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

**6.0 TYPE OF CONSULTANT SERVICES**

Consultation involving one or more of the following professional specializations may be needed by the County:

- 6.1 Commercial Insurance - Specialists in the areas of property, casualty and disability insurance. This might require professionals such as brokers, underwriters and claims adjusters.
- 6.2 Self-Insurance - Specialists in the areas of auto, general and professional liability self-funded programs, including obtaining annuities for structured settlements. This might include actuaries, claims and legal defense administrators, loss prevention, annuity, and fraud experts.
- 6.3 Information Systems - Specialists in the area of risk management information systems. This might include systems analysts, software programmers and trainers.
- 6.4 Workers' Compensation - Specialists in areas of claims administration, vocational rehabilitation services, and return to work administration. This requires professionals such as claims and legal administrators, claims adjusters, vocational rehabilitation counselors, return-to-work/ STD and LTD experts, structured settlement experts, medical management consultants and actuaries.
- 6.5 Occupational Health Programs - Specialists in areas of board-certified occupational health physicians to assist in addressing key occupational health issues which could include, but is not limited to the development or revision of occupational health program policy, procedures and protocol; advise on occupational health and related issues; conduct specialized research; confer with medical and professional personnel; consult in planning and directing occupational health program; meet and confer as needed.
- 6.6 Risk Management Training - Specialists in the area of risk management with the ability to provide seminars and training sessions for County personnel concerning claim and risk control issues.

**7.0 ASSIGNMENT OF WORK ORDERS**

The following describes the normal process to be utilized to select and award a Work Order for a given project. However, at the sole discretion of the County's Program Manager, a Work Order may be awarded directly to a specific consultant.

7.1 Project Initiation/Work Order Request

The County Program Manager will determine when a project can best be performed by a Master Agreement Contractor and will issue a Work Order Request to all Master Agreement Contractors on the panel qualified for the type of consultant service. The Work Order Request will include a detailed description of the scope of work, deliverables, completion dates, and any other specified requirements in the Statement of Work.

7.2 Proposal Submission

Interested Master Agreement Contractors will submit proposals which must include at a minimum the following:

- 7.2.1 A detailed approach to the project with a full description of the methodology to be employed and a timetable for project completion.
- 7.2.2 Resumes of proposed personnel, including the project manager who will be responsible for coordination of the project, supervisory personnel and other staff to be assigned to the project.
- 7.2.3 A description of the consultant's experience and capabilities.
- 7.2.4 A total cost to complete the project, itemizing the number of hours and cost by job classification for the staff participating in the project, at an hourly rate equal to or below those in the consultant's Master Agreement.

7.3 Evaluation/Selection

An evaluation committee will evaluate and score the proposals based on factors which may include, but not necessarily be limited to, the following:

- 7.3.1 Quality of Work Plan
- 7.3.2 Experience of Personnel and the Firm
- 7.3.3 Work Schedule and Completion Date
- 7.3.4 Project Costs

These factors may be weighted depending upon the type of project being evaluated. The County Program Manager or his designee may negotiate with the firm receiving the highest score for any additional services or enhancements to the Work Order. The Master Agreement Contractor who

receives the highest score will be recommended to the County's Program Manager who is authorized to execute the Work Order.

**8.0 WORK ORDER**

The Contractor shall fully perform, complete and deliver as required, all tasks, deliverables, reports, services and other work as set forth in each Work Order. The Contractor shall perform the services within the agreed upon cost, and any cost in excess of the agreed cost shall be the responsibility of the Contractor.

The Contractor agrees that should work be performed outside the scope of any Work Order without the prior written approval of the County's Program Manager, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against County.

In the event of any conflict between any provision in a Work Order and the terms of this Master Agreement, the Work Order will prevail.

**9.0 TERM**

9.1 The term of the Master Agreement shall commence the first business day following award by the Board of Supervisors and shall continue in full force and effect until December 31, 2006. The Contractor's delivery of services hereunder shall commence at a date mutually agreeable to the parties but in no event shall the implementation date be later than December 31, 2006.

9.2 In the event of expiration or prior termination of the term of this Agreement, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

**10.0 CONTRACT SUM**

Funds will only be expended when consulting services are needed to complete an individual project. Payments made for work completed will be charged to the appropriate General, Special and/or Enterprise Fund. Funding is available for this purpose in the applicable 2003-2004 Budgets. Funds for payment of work performed in the future fiscal years will be subject to appropriation by the County Board of Supervisors.

**11.0 INVOICES AND PAYMENT**

The Contractor fees shall be payable on a time and expense basis, however, rates will not exceed rates quoted for personnel and other costs listed in Attachment A, Contractor Fees, hereunder. The Contractor Fees shall include all applicable



taxes, and any additional taxes that are not included remain the responsibility of the Contractor. The Contractor shall submit an invoice to the County Program Manager for approval and payment within 30 days upon receipt of invoice. County will withhold ten percent (10%) of all approved progress payments until the final Contractor report is accepted.

**12.0 APPROVAL OF WORK**

All tasks, deliverables, services or other work performed by the Contractor for any Work Order issued is subject to the written approval of the County Program Manager or his designee. Approval or rejection of deliverable(s) will not be unreasonably withheld and in no instance will exceed more than four (4) weeks from receipt of the deliverable by the County.

**13.0 CHANGES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Master Agreement and any other provisions of this Master Agreement. All changes shall be accomplished as follows:

**13.1 Master Agreement Changes**

For any changes which affect the scope of work, term, payments, or any provision included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.

For any change which does not affect the scope of work, term, payments, or any provision included in this Master Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

**13.2 Work Order Changes**

Changes affecting the Statement of Work or maximum dollar amount of any Work Order shall be accomplished by a Work Order Amendment executed by the County's Program Manager or his designee and Contractor's Contract Manager.

Changes extending the period of performance or changes affecting Contractor's project personnel, shall be accomplished by written notification from the Contractor's Project Manager, and acceptance or rejection by the County's Program Manager or his designee.

**14.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

14.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a ten (10) day prior written Notice of Termination specifying the extent to which the work is terminated and the date upon which such termination becomes effective. Said notice of Termination shall be given by the County Program Manager.

14.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:

14.2.1 Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

14.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

14.2.3 Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

14.2.4 In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due the County.

14.3 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under

this Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

**15.0 RECORD RETENTION AND INSPECTION**

Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is later.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such other location in the County as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a one hundred (100) mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

**16.0 ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT**

If, at any time during the term of this Agreement or four (4) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments hereunder to the Contractor.

If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.

**17.0 LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

**18.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.

**19.0 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

**20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

- 20.1 Evidence of Insurance or Comparable Self-Insurance Program:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Delta Uyenoyama, Chief  
Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this Agreement.
- 20.1.2 Clearly evidence all coverages required in this Agreement.
- 20.1.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 20.1.4 Include copies of the additional insured endorsement, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

- 20.2 Insurer Financial Ratings:** County recognizes that Contractor maintains a self-insurance program.

- 20.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

- 20.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- 20.4.1 any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

- 20.4.2 any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
  - 20.4.3 any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
  - 20.4.4 any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- 20.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 20.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- 20.6.1 Contractor providing evidence of insurance covering the activities of sub-contractors, or
  - 20.6.2 Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

### 21.0 **INSURANCE COVERAGE REQUIREMENTS**

- 21.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate :	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury :	\$1 million
Each Occurrence:	\$1 million

- 21.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 21.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 21.4 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

## 22.0 **BASIC HEALTH INSURANCE AND BENEFITS**

The Contractor will provide basic health coverage for employees of the Contractor who perform work under the provisions of this Agreement.

## 23.0 **COVENANT AGAINST FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## 24.0 **GOVERNING LAWS AND VENUE**

This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any application statute, regulation, or any other law which occurs after the effective date of this Agreement.

When an action is brought by either party to this Agreement, the action shall be brought in the Central District of the Los Angeles County Superior Court or the Central Civil Division of the Los Angeles Municipal Court.

**25.0 COMPLIANCE WITH LAWS**

25.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

25.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations and ordinances.

**26.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

26.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

26.2 In the event the Agreement is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.

26.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."



**27.0 NONEXCLUSIVE AGREEMENT**

This is a nonexclusive Agreement. The County reserves the right to contract with any and all successful proposers for the same or similar services.

**28.0 DELEGATION AND ASSIGNMENT**

The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.

28.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's request to the County, for approval to enter into a subcontract shall include:

28.1.1 A description of the services to be provided by a proposed subcontractor.

28.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

28.1.3 The proposed subcontract amount, together with the Contractor's cost or price analysis thereof. Subcontractor's hourly rate shall not exceed the hourly rates approved for Contractor by County.

28.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

28.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

**29.0 TERMINATION FOR IMPROPER CONSIDERATION**

The County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in

any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### **30.0 DISCLOSURE OF INFORMATION**

The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law.

However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:

30.1 The Contractor shall develop all publicity material in a professional manner.

30.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the County without the County's prior consent.

30.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

### **31.0 NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give

notice thereof, including all relevant information with respect thereto, to the other party.

32.0 **VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

33.0 **WAIVER**

No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

34.0 **NOTICES**

34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated at the address set forth on page two of this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Delta Uyenoyama, Chief  
Risk Management Operations, CAO  
County of Los Angeles  
3333 Wilshire Blvd, Suite 820  
Los Angeles, California 90010

34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.

35.0 **NON-DISCRIMINATION IN EMPLOYMENT**

35.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 35.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 35.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 35.4 The Contractor shall allow the County's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 35.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

**36.0 NON-DISCRIMINATION IN SERVICES**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.

- 36.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage

or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.

36.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.

**37.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Sub chapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

**38.0 CONFLICT OF INTEREST**

The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Agreement.

**39.0 CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and Confidentiality Agreement" (Part D, Exhibit 8 of the RFP). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.

If Contractor does not wish to submit the signed Confidentiality Agreement, Contractor is still responsible for any wrongful dissemination of confidential information by it's employees, whether occurring within the course of employment or outside the course of employment.

**40.0 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

**41.0 MERGER**

This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

**42.0 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

**43.0 CONTRACTOR'S OFFICE**

The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location at least ten (10) calendar days prior to the effective date thereof, and secure the County Program Manager's approval.

**44.0 UNLAWFUL SOLICITATION**

44.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

44.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and

Confidentiality Agreement" (Part D, Exhibit 8 of the RFP).

45.0 **IMPROPER ACTS OR FAILURE TO ACT**

The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this Agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.

Contractor shall not be required to reimburse County if Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.

46.0 **COUNTY LOBBYIST ORDINANCE**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

47.0 **COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

The County retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

48.0 **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

49.0 **CONSIDERATION OF HIRING PARTICIPANTS OF THE GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the position. The County will refer GAIN participants by job category to the Contractor.

50.0 **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

51.0 **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

52.0 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social



Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53.0 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 54.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 54.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- 54.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 54.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

54.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail it self of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

54.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

54.7 These terms shall also apply to subcontractors of County Contractors.

55.0 **CYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

56.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Division shall be grounds upon which County Board of Supervisors may terminate this agreement pursuant to Paragraphs 26.0, "Termination for Default of Contractor".

57.0 **COMPLIANCE WITH JURY SERVICE PROGRAM**

57.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.2 Written Employee Jury Service Policy:

- 57.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 57.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. The lesser number is recognized industry standard as determined by the County, or 2. Contractor has a long-standing practice that defines the lesser number of hours as full time. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Services Program shall be attached to the agreement.
- 57.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

57.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

58.0 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

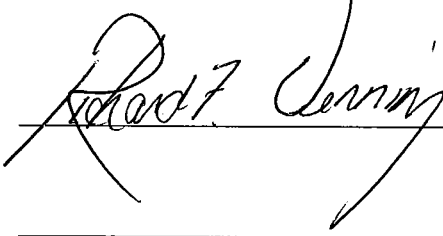
By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive  
Officer-Clerk of the Board of  
Supervisors of the County of  
Los Angeles

By \_\_\_\_\_  
Deputy

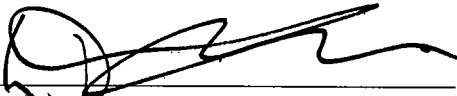
CONTRACTOR'S NAME

By  \_\_\_\_\_

Richard F. Denning, President  
Shelter Island Risk Services

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By  \_\_\_\_\_  
Donovan Main  
Chief Deputy, County Counsel

**ATTACHMENT A**  
**CONTRACTOR FEES**

csr:g:RM ConsultMAFORMAT03..rev

**PART 4  
PROPOSAL INFORMATION  
ACTUARIAL STUDIES**

**MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
CONTRACTOR FEES**

**Type of Project**

This pricing information is for: (Circle the type of project(s) on which you can work)

- 4. Commercial Insurance Projects
- ② Self-Insured Projects
- ③ Risk Management Information Systems
- ④ Workers Compensation Claims Program
- 14. Occupational Health Programs
- 15. Loss Control and Prevention
- 16. Long Term Disability, Short Term Disability Programs
- ⑧ Actuarial Studies

**Billing Rates**

**Personnel Costs: ACTUARIAL STUDIES**

Job Classification	Hourly Rates For Fiscal Year July 1 – June 30		
	2004	2005	2006
President, Officers	200	220	230
Partner	N/A	N/A	N/A
Program Manger	N/A	N/A	N/A
Senior Consultant	190	200	210
Project Manager	N/A	N/A	N/A
Staff Consultant	170	180	190
Audit Claims Specialist	190	195	200
Occupational Medicine Specialist	N/A	N/A	N/A
Actuary	200	210	220
Workers Compensation Claims Specialist	N/A	N/A	N/A
LTD Hearing Officer	N/A	N/A	N/A
Staff	N/A	N/A	N/A
Clerical	30	35	40

Rates are not to exceed maximum rate indicated on Exhibit 3.

Mileage	Cost per mile	See Part D / Exhibit 3
Photocopy	Cost per page	Included in Above Rates
FAX	Cost per fax	Included in Above Rates
Parking	At Rate Incurred	See Part D / Exhibit 3

**PART 4  
PROPOSAL INFORMATION  
WORKERS COMPENSATION CLAIMS PROGRAM**

**MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
CONTRACTOR FEES**

**Type of Project**

This pricing information is for: (Circle the type of project(s) on which you can work)

- 3. Commercial Insurance Projects
- ② Self-Insured Projects
- ③ Risk Management Information Systems
- ④ Workers Compensation Claims Program
- 11. Occupational Health Programs
- 12. Loss Control and Prevention
- 13. Long Term Disability, Short Term Disability Programs
- ⑧ Actuarial Studies

**Billing Rates**

**Personnel Costs: WORKERS COMPENSATION CLAIMS PROGRAM**

Job Classification	Hourly Rates For Fiscal Year July 1 – June 30		
	2004	2005	2006
President, Officers	200	220	230
Partner	N/A	N/A	N/A
Program Manger	N/A	N/A	N/A
Senior Consultant	190	200	210
Project Manager	N/A	N/A	N/A
Staff Consultant	170	180	190
Audit Claims Specialist	190	195	200
Occupational Medicine Specialist	N/A	N/A	N/A
Actuary	200	210	220
Workers Compensation Claims Specialist	N/A	N/A	N/A
LTD Hearing Officer	N/A	N/A	N/A
Staff	N/A	N/A	N/A
Clerical	30	35	40

Rates are not to exceed maximum rate indicated on Exhibit 3.

Mileage	Cost per mile	See Part D / Exhibit 3
Photocopy	Cost per page	Included in Above Rates
FAX	Cost per fax	Included in Above Rates
Parking	At Rate Incurred	See Part D / Exhibit 3



**PART 4  
PROPOSAL INFORMATION  
RISK MANAGEMENT INFORMATION SYSTEMS**

**MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
CONTRACTOR FEES**

**Type of Project**

This pricing information is for: (Circle the type of project(s) on which you can work)

- 2. Commercial Insurance Projects
- ② Self-Insured Projects
- ③ Risk Management Information Systems
- ④ Workers Compensation Claims Program
- 8. Occupational Health Programs
- 9. Loss Control and Prevention
- 10. Long Term Disability, Short Term Disability Programs
- ⑧ Actuarial Studies

**Billing Rates**

**Personnel Costs: RISK MANAGEMENT INFORMATION SYSTEMS**

Job Classification	Hourly Rates For Fiscal Year July 1 – June 30		
	2004	2005	2006
President, Officers	200	220	230
Partner	N/A	N/A	N/A
Program Manger	N/A	N/A	N/A
Senior Consultant	190	200	210
Project Manager	N/A	N/A	N/A
Staff Consultant	170	180	190
Audit Claims Specialist	190	195	200
Occupational Medicine Specialist	N/A	N/A	N/A
Actuary	200	210	220
Workers Compensation Claims Specialist	N/A	N/A	N/A
LTD Hearing Officer	N/A	N/A	N/A
Staff	N/A	N/A	N/A
Clerical	30	35	40

Rates are not to exceed maximum rate indicated on Exhibit 3.

Mileage	Cost per mile	See Part D / Exhibit 3
Photocopy	Cost per page	Included in Above Rates
FAX	Cost per fax	Included in Above Rates
Parking	At Rate Incurred	See Part D / Exhibit 3

**PART 4  
PROPOSAL INFORMATION  
SELF-INSURED PROJECTS**

**MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
CONTRACTOR FEES**

**Type of Project**

This pricing information is for: (Circle the type of project(s) on which you can work)

1. Commercial Insurance Projects
- ② Self-Insured Projects
- ③ Risk Management Information Systems
- ④ Workers Compensation Claims Program
5. Occupational Health Programs
6. Loss Control and Prevention
7. Long Term Disability, Short Term Disability Programs
- ⑧ Actuarial Studies

**Billing Rates**

**Personnel Costs: SELF- INSURED PROJECTS**

Job Classification	Hourly Rates For Fiscal Year July 1 – June 30		
	2004	2005	2006
President, Officers	200	220	230
Partner	N/A	N/A	N/A
Program Manger	N/A	N/A	N/A
Senior Consultant	190	200	210
Project Manager	N/A	N/A	N/A
Staff Consultant	170	180	190
Audit Claims Specialist	190	195	200
Occupational Medicine Specialist	N/A	N/A	N/A
Actuary	200	210	220
Workers Compensation Claims Specialist	N/A	N/A	N/A
LTD Hearing Officer	N/A	N/A	N/A
Staff	N/A	N/A	N/A
Clerical	30	35	40

Rates are not to exceed maximum rate indicated on Exhibit 3.

Mileage	Cost per mile	See Part D / Exhibit 3
Photocopy	Cost per page	Included in Above Rates
FAX	Cost per fax	Included in Above Rates
Parking	At Rate Incurred	See Part D / Exhibit 3

**CHIEF ADMINISTRATIVE OFFICE  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
MAXIMUM EXPENSE RATES**

Photocopy/Fax	Meals*	Airport Parking	Mileage	Lodging
N/A ¢ per page up to 5,000 10¢ for each page at page 5,000 and over  - OR -  15¢ per page for any and all copies	Breakfast \$10.00  Lunch \$12.75  Dinner \$32.25  Daily Maximum \$43.50	Burbank \$5.00  John Wayne \$12.00 (Auxiliary Lot)  LAX \$10.00 (Lot - C)  Ontario \$12.00 (Lots 2 & 4) \$6.00 (Lot S) &9.00 (Lot 3)  Long Beach \$6.00  Porterage per day \$1.00	In Southern California:  New County Rate for all Miles: \$.325	\$165.50 per night with voucher single-occupancy plus hotel taxes  \$20.00 per night without voucher

• Meals and lodging are reimbursable only as pre-authorized by County Program Manager.

# COUNTY OF LOS ANGELES



## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES With Industrial Hygiene Management (IHM), Inc.

January 2004 to December 31, 2006

Prepared by:  
Chief Administrative Office (CAO)  
Risk Management Operations  
Delta Uyenoyama, Chief

COUNTY OF LOS ANGELES  
MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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## **MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES**

This MASTER AGREEMENT (hereafter sometimes referred to as ("Master Agreement")) is entered into by and between the County of Los Angeles (hereafter "County") and Industrial Hygiene Management (IHM), Inc. (hereafter "Contractor"), to provide County with as needed risk management and insurance consulting services (hereafter "Consulting Services").

### **1.0 APPLICABLE DOCUMENTS**

This Agreement, Attachment A to this Agreement, and the exhibits listed below form the entire Agreement between the parties. Any conflict in the terms of the Agreement shall be resolved by giving preference first to the provisions of the Agreement and its Attachment A, then the Request for Proposals, then the Contractor's Proposal.

#### **EXHIBITS**

- A. Request for Proposals (RFP) for Risk Management and Insurance Consulting Services released August 11, 2003.
- B. Proposal of Contractor received by County's amended due date of September 25<sup>th</sup>, 2003 for receipt of proposals.

### **2.0 DEFINITIONS**

- 2.1 Master Agreement: Agreement entitled "Master Agreement for Risk Management and Insurance Consulting Services" which sets forth the terms and conditions for the issuance and performance of subsequent Work Orders relating to County's commercial and self-insurance programs and risk management information system.
- 2.2 Work Order: Subordinate agreement executed pursuant to this Master Agreement, for performance of a specific project/task which the Chief Administrative Officer has determined can be best performed by a Master Agreement Contractor.
- 2.3 Master Agreement Contractor: Any consultant that qualifies and has entered into a Master Agreement with the County.
- 2.4 Work Order Request: Solicitation of proposals by County to Master Agreement Contractors for a specific project/task. The Work Order Request will describe in detail the specific project/task, including but not limited to, the scope of work, completion date and other requirements.

- 2.5 Statement of Work: A written description of project/task and deliverables desired by County for each specific Work Order.
- 2.6 County's Commercial Insurance Program: Programs which the County has purchased or may purchase via a policy of insurance from an underwriter or group of underwriters to provide coverage for specified risk exposure(s).
- 2.7 County's Self-Insurance Program: Programs in which the County self-funds its liability losses in lieu of purchasing commercial insurance coverage.
- 2.8 Risk Management Information System: An automated electronic database and reporting system which supports claims administration, financial, statistical and loss prevention functions performed by the County and its third party claims administrators.
- 2.9 Workers' Compensation: Primary objective of the program to provide all Workers' compensation benefits required under State law to injured County employees on a timely basis, and at the least possible cost to the County.
- 2.10 Occupational Health Programs: Establishment and administration of a comprehensive program to include as required; medical, psychological evaluations, counseling, preventative medicine and wellness programs, development and implementation of policies and procedures for specialized countywide health and safety programs.
- 2.11 STD and LTD Programs: Early Return to Work Program was established to conserve human resources by returning ill or injured employees to work as soon as possible. Long Term Disability provides income benefits to employees who are expected to be disabled from the job six months or more.

### 3.0 **COUNTY'S PROGRAM MANAGER**

The County's Program Manager for this Agreement shall be the Chief Administrative Officer (CAO). The County's Program Manager has express authority to execute all Work Orders for County under this Agreement. All work performed under this Agreement shall be subject to the approval of the County Program Manager or his designee(s), who shall be responsible for ongoing evaluation of Contractor's performance and have full authority to direct the Contractor in areas relating to policy, procedures and other matters within the purview of this Agreement.



4.0 **CONTRACTOR'S MANAGERS**

Contractor's Contract Manager shall be:

Thomas D. Harmon, CIH, CSP, CMC  
Project Manager  
Industrial Hygiene Management, Inc.  
122A E. Foothill Blvd., #330  
Arcadia, CA 91006

Telephone: (626) 447-5237

Fax: (626) 447-3486

The Contract Manager shall have overall responsibility for the performance of Contractor's activities under this Agreement and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this Agreement.

A specific Project Manager shall be designated in response to a Work Order Request and will be responsible for the day-to-day activities related to the Work Order. The designated Project Manager will report to County in the manner set forth in the Work Order. The designated Project Manager shall be a full-time employee of Contractor, and any replacement of the Project Manager shall be subject to written approval by County's Program Manager.

5.0 **CONTRACTOR PERSONNEL**

The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Work Order's Statement of Work. The Contractor will ensure that its staff possess the required professional licenses and certificates, if any, required by State of California. Except for events beyond the Contractor's control or when mutually agreed to, personnel assigned to a Work Order will remain assigned until the Work Order is completed. The Contractor will make every attempt to immediately fill the vacant position with a qualified person however, if the position remains vacant for more than five working days, the County may assess liquidated damages against the Contractor.

The County reserves the right to approve or disapprove any of the Contractor's assigned personnel or any proposed changes in the Contractor's personnel and to require replacement of the Contractor's personnel under a Work Order. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

**6.0 TYPE OF CONSULTANT SERVICES**

Consultation involving one or more of the following professional specializations may be needed by the County:

- 6.1 Commercial Insurance - Specialists in the areas of property, casualty and disability insurance. This might require professionals such as brokers, underwriters and claims adjusters.
- 6.2 Self-Insurance - Specialists in the areas of auto, general and professional liability self-funded programs, including obtaining annuities for structured settlements. This might include actuaries, claims and legal defense administrators, loss prevention, annuity, and fraud experts.
- 6.3 Information Systems - Specialists in the area of risk management information systems. This might include systems analysts, software programmers and trainers.
- 6.4 Workers' Compensation - Specialists in areas of claims administration, vocational rehabilitation services, and return to work administration. This requires professionals such as claims and legal administrators, claims adjusters, vocational rehabilitation counselors, return-to-work/ STD and LTD experts, structured settlement experts, medical management consultants and actuaries.
- 6.5 Occupational Health Programs - Specialists in areas of board-certified occupational health physicians to assist in addressing key occupational health issues which could include, but is not limited to the development or revision of occupational health program policy, procedures and protocol; advise on occupational health and related issues; conduct specialized research; confer with medical and professional personnel; consult in planning and directing occupational health program; meet and confer as needed.
- 6.6 Risk Management Training - Specialists in the area of risk management with the ability to provide seminars and training sessions for County personnel concerning claim and risk control issues.

**7.0 ASSIGNMENT OF WORK ORDERS**

The following describes the normal process to be utilized to select and award a Work Order for a given project. However, at the sole discretion of the County's Program Manager, a Work Order may be awarded directly to a specific consultant.

7.1 Project Initiation/Work Order Request

The County Program Manager will determine when a project can best be performed by a Master Agreement Contractor and will issue a Work Order Request to all Master Agreement Contractors on the panel qualified for the type of consultant service. The Work Order Request will include a detailed description of the scope of work, deliverables, completion dates, and any other specified requirements in the Statement of Work.

7.2 Proposal Submission

Interested Master Agreement Contractors will submit proposals which must include at a minimum the following:

7.2.1 A detailed approach to the project with a full description of the methodology to be employed and a timetable for project completion.

7.2.2 Resumes of proposed personnel, including the project manager who will be responsible for coordination of the project, supervisory personnel and other staff to be assigned to the project.

7.2.3 A description of the consultant's experience and capabilities.

7.2.4 A total cost to complete the project, itemizing the number of hours and cost by job classification for the staff participating in the project, at an hourly rate equal to or below those in the consultant's Master Agreement.

7.3 Evaluation/Selection

An evaluation committee will evaluate and score the proposals based on factors which may include, but not necessarily be limited to, the following:

7.3.1 Quality of Work Plan

7.3.2 Experience of Personnel and the Firm

7.3.3 Work Schedule and Completion Date

7.3.4 Project Costs

These factors may be weighted depending upon the type of project being evaluated. The County Program Manager or his designee may negotiate with the firm receiving the highest score for any additional services or enhancements to the Work Order. The Master Agreement Contractor who

receives the highest score will be recommended to the County's Program Manager who is authorized to execute the Work Order.

8.0 **WORK ORDER**

The Contractor shall fully perform, complete and deliver as required, all tasks, deliverables, reports, services and other work as set forth in each Work Order. The Contractor shall perform the services within the agreed upon cost, and any cost in excess of the agreed cost shall be the responsibility of the Contractor.

The Contractor agrees that should work be performed outside the scope of any Work Order without the prior written approval of the County's Program Manager, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against County.

In the event of any conflict between any provision in a Work Order and the terms of this Master Agreement, the Work Order will prevail.

9.0 **TERM**

9.1 The term of the Master Agreement shall commence the first business day following award by the Board of Supervisors and shall continue in full force and effect until December 31, 2006. The Contractor's delivery of services hereunder shall commence at a date mutually agreeable to the parties but in no event shall the implementation date be later than December 31, 2006.

9.2 In the event of expiration or prior termination of the term of this Agreement, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

10.0 **CONTRACT SUM**

Funds will only be expended when consulting services are needed to complete an individual project. Payments made for work completed will be charged to the appropriate General, Special and/or Enterprise Fund. Funding is available for this purpose in the applicable 2003-2004 Budgets. Funds for payment of work performed in the future fiscal years will be subject to appropriation by the County Board of Supervisors.

11.0 **INVOICES AND PAYMENT**

The Contractor fees shall be payable on a time and expense basis, however, rates will not exceed rates quoted for personnel and other costs listed in Attachment A, Contractor Fees, hereunder. The Contractor Fees shall include all applicable

taxes, and any additional taxes that are not included remain the responsibility of the Contractor. The Contractor shall submit an invoice to the County Program Manager for approval and payment within 30 days upon receipt of invoice. County will withhold ten percent (10%) of all approved progress payments until the final Contractor report is accepted.

## **12.0 APPROVAL OF WORK**

All tasks, deliverables, services or other work performed by the Contractor for any Work Order issued is subject to the written approval of the County Program Manager or his designee. Approval or rejection of deliverable(s) will not be unreasonably withheld and in no instance will exceed more than four (4) weeks from receipt of the deliverable by the County.

## **13.0 CHANGES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Master Agreement and any other provisions of this Master Agreement. All changes shall be accomplished as follows:

### **13.1 Master Agreement Changes**

For any changes which affect the scope of work, term, payments, or any provision included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.

For any change which does not affect the scope of work, term, payments, or any provision included in this Master Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

### **13.2 Work Order Changes**

Changes affecting the Statement of Work or maximum dollar amount of any Work Order shall be accomplished by a Work Order Amendment executed by the County's Program Manager or his designee and Contractor's Contract Manager.

Changes extending the period of performance or changes affecting Contractor's project personnel, shall be accomplished by written notification from the Contractor's Project Manager, and acceptance or rejection by the County's Program Manager or his designee.

**14.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

14.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a ten (10) day prior written Notice of Termination specifying the extent to which the work is terminated and the date upon which such termination becomes effective. Said notice of Termination shall be given by the County Program Manager.

14.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:

14.2.1 Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

14.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

14.2.3 Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

14.2.4 In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due the County.

14.3 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under

this Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

**15.0 RECORD RETENTION AND INSPECTION**

Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is later.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such other location in the County as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a one hundred (100) mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

**16.0 ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT**

If, at any time during the term of this Agreement or four (4) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments hereunder to the Contractor.

If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.

**17.0 LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

**18.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.

**19.0 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

**20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other



insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

**20.1 Evidence of Insurance or Comparable Self-Insurance Program:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Delta Uyenoyama, Chief  
Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this Agreement.
- 20.1.2 Clearly evidence all coverages required in this Agreement.
- 20.1.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 20.1.4 Include copies of the additional insured endorsement, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

**20.2 Insurer Financial Ratings:** County recognizes that Contractor maintains a self-insurance program.

**20.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

**20.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- 20.4.1 any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

- 20.4.2 any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
  - 20.4.3 any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
  - 20.4.4 any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- 20.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 20.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- 20.6.1 Contractor providing evidence of insurance covering the activities of sub-contractors, or
  - 20.6.2 Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

## 21.0 **INSURANCE COVERAGE REQUIREMENTS**

- 21.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- |  |             |
|--|-------------|
| General Aggregate :                      | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury :        | \$1 million |
| Each Occurrence:                         | \$1 million |
- 21.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 21.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 21.4 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

## 22.0 **BASIC HEALTH INSURANCE AND BENEFITS**

The Contractor will provide basic health coverage for employees of the Contractor who perform work under the provisions of this Agreement.

## 23.0 **COVENANT AGAINST FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## 24.0 **GOVERNING LAWS AND VENUE**

This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any application statute, regulation, or any other law which occurs after the effective date of this Agreement.

When an action is brought by either party to this Agreement, the action shall be brought in the Central District of the Los Angeles County Superior Court or the Central Civil Division of the Los Angeles Municipal Court.

**25.0 COMPLIANCE WITH LAWS**

25.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

25.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations and ordinances.

**26.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

26.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

26.2 In the event the Agreement is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.

26.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."

**27.0 NONEXCLUSIVE AGREEMENT**

This is a nonexclusive Agreement. The County reserves the right to contract with any and all successful proposers for the same or similar services.

**28.0 DELEGATION AND ASSIGNMENT**

The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.

28.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's request to the County, for approval to enter into a subcontract shall include:

28.1.1 A description of the services to be provided by a proposed subcontractor.

28.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

28.1.3 The proposed subcontract amount, together with the Contractor's cost or price analysis thereof. Subcontractor's hourly rate shall not exceed the hourly rates approved for Contractor by County.

28.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

28.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

**29.0 TERMINATION FOR IMPROPER CONSIDERATION**

The County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in

any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### 30.0 **DISCLOSURE OF INFORMATION**

The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law.

However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:

30.1 The Contractor shall develop all publicity material in a professional manner.

30.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the County without the County's prior consent.

30.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

### 31.0 **NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give

notice thereof, including all relevant information with respect thereto, to the other party.

**32.0 VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**33.0 WAIVER**

No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

**34.0 NOTICES**

34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated at the address set forth on page two of this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Delta Uyenoyama, Chief  
Risk Management Operations, CAO  
County of Los Angeles  
3333 Wilshire Blvd, Suite 820  
Los Angeles, California 90010

34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.

**35.0 NON-DISCRIMINATION IN EMPLOYMENT**

35.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 35.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 35.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 35.4 The Contractor shall allow the County's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 35.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

36.0 **NON-DISCRIMINATION IN SERVICES**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.

- 36.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage



or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.

36.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.

37.0 **ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Sub chapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

38.0 **CONFLICT OF INTEREST**

The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Agreement.

39.0 **CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and Confidentiality Agreement" (Part D, Exhibit 8 of the RFP). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.

If Contractor does not wish to submit the signed Confidentiality Agreement, Contractor is still responsible for any wrongful dissemination of confidential information by it's employees, whether occurring within the course of employment or outside the course of employment.

40.0 **AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

41.0 **MERGER**

This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

42.0 **LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

43.0 **CONTRACTOR'S OFFICE**

The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location at least ten (10) calendar days prior to the effective date thereof, and secure the County Program Manager's approval.

44.0 **UNLAWFUL SOLICITATION**

44.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

44.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and

Confidentiality Agreement" (Part D, Exhibit 8 of the RFP).

45.0 **IMPROPER ACTS OR FAILURE TO ACT**

The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this Agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.

Contractor shall not be required to reimburse County if Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.

46.0 **COUNTY LOBBYIST ORDINANCE**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

47.0 **COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

The County retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

48.0 **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

49.0 **CONSIDERATION OF HIRING PARTICIPANTS OF THE GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the position. The County will refer GAIN participants by job category to the Contractor.

50.0 **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

51.0 **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

52.0 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53.0 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

54.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

54.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

54.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

54.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

54.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail it self of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

54.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

54.7 These terms shall also apply to subcontractors of County Contractors.

55.0 **CYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

56.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Division shall be grounds upon which County Board of Supervisors may terminate this agreement pursuant to Paragraphs 26.0, "Termination for Default of Contractor".

57.0 **COMPLIANCE WITH JURY SERVICE PROGRAM**

57.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.2 Written Employee Jury Service Policy:

- 57.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 57.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. The lesser number is recognized industry standard as determined by the County, or 2. Contractor has a long-standing practice that defines the lesser number of hours as full time. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Services Program shall be attached to the agreement.
- 57.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its 'exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

57.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

58.0 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.



MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

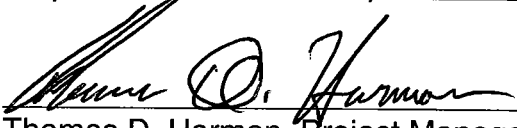
By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive  
Officer-Clerk of the Board of  
Supervisors of the County of  
Los Angeles

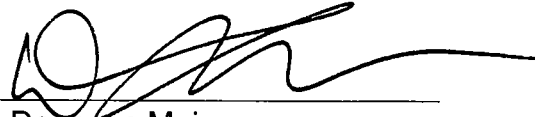
By \_\_\_\_\_  
Deputy

CONTRACTOR'S NAME

By THOMAS D. HARMON  
  
Thomas D. Harmon, Project Manager  
Industrial Hygiene Management (IHM)

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By   
Donovan Main  
Chief Deputy, County Counsel

**ATTACHMENT A**  
**CONTRACTOR FEES**

csr:g:RM ConsultMAFORMAT03..rev

# RFP - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

Part D / Exhibit 2  
(p. 1 of 2)

## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES

### CONTRACTOR FEES

For evaluation purposes, proposers shall use the following format to submit pricing information for each type of project:

#### Type of Project

This pricing information is for: (Circle the type of project (s) on which you can work)

1. Commercial Insurance Projects
2. Self-Insured Projects
3. Risk Management Information Systems
4. Workers Compensation Claims Program
5. Occupational Health Programs
6. Loss Control and Prevention
7. Long Term Disability, Short Term Disability Programs
8. Actuarial Studies

#### Billing Rates

##### Personnel Costs:

Job Classification (to include but not be limited to the examples below)	Hourly Rates for Fiscal Year July 1 - June 30		
	2004	2005	2006
Partner	\$150	SAME	SAME
Program Manager	\$100	"	"
Project Manager	\$80	"	"
CERTIFIED INDUSTRIAL HYGIENIST (CIH)	\$100	"	"
CERTIFIED SAFETY PROFESSIONAL (CSP)	\$100	"	"
CERTIFIED ASBESTOS & LEAD CONSULTANT	\$60	"	"
PROF. ENGINEERS	\$100	"	"
Staff			
Clerical	\$35	"	"

used in above

rates. Rates are not to exceed maximum rates indicated on Exhibit 3.) \*USE PART D, EXHIBIT 3 FOR OTHER COSTS.

examples:	
Mileage	cost per mile \$0.365
Photocopy	cost per page \$0.15
FAX	cost per fax \$0.15
Parking	at rate incurred

LABORATORY COST

COST + 15%

**CHIEF ADMINISTRATIVE OFFICE  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
MAXIMUM EXPENSE RATES**

Photocopy/Fax	Meals*	Airport Parking	Mileage	Lodging
N/A ¢ per page up to 5,000 10¢ for each page at page 5,000 and over  - OR -  15¢ per page for any and all copies	Breakfast \$10.00  Lunch \$12.75  Dinner \$32.25  Daily Maximum \$43.50	Burbank \$5.00  John Wayne \$12.00 (Auxiliary Lot)  LAX \$10.00 (Lot - C)  Ontario \$12.00 (Lots 2 & 4) \$6.00 (Lot S) &9.00 (Lot 3)  Long Beach \$6.00  Porterage per day \$1.00	In Southern California:  New County Rate for all Miles: \$.325	\$165.50 per night with voucher single-occupancy plus hotel taxes  \$20.00 per night without voucher

• Meals and lodging are reimbursable only as pre-authorized by County Program Manager.

# COUNTY OF LOS ANGELES



## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES With Woodward, Alpert & Associates, Inc.

January 2004 to December 31, 2006

Prepared by:  
Chief Administrative Office (CAO)  
Risk Management Operations  
Delta Uyenoyama, Chief

COUNTY OF LOS ANGELES  
MASTER AGREEMENT FOR  
RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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## **MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES**

This MASTER AGREEMENT (hereafter sometimes referred to as ("Master Agreement")) is entered into by and between the County of Los Angeles (hereafter "County") and Woodward, Alpert & Associates, Inc. (hereafter "Contractor"), to provide County with as needed risk management and insurance consulting services (hereafter "Consulting Services").

### **1.0 APPLICABLE DOCUMENTS**

This Agreement, Attachment A to this Agreement, and the exhibits listed below form the entire Agreement between the parties. Any conflict in the terms of the Agreement shall be resolved by giving preference first to the provisions of the Agreement and its Attachment A, then the Request for Proposals, then the Contractor's Proposal.

#### **EXHIBITS**

- A. Request for Proposals (RFP) for Risk Management and Insurance Consulting Services released August 11, 2003.
- B. Proposal of Contractor received by County's amended due date of September 25<sup>th</sup>, 2003 for receipt of proposals.

### **2.0 DEFINITIONS**

- 2.1 Master Agreement: Agreement entitled "Master Agreement for Risk Management and Insurance Consulting Services" which sets forth the terms and conditions for the issuance and performance of subsequent Work Orders relating to County's commercial and self-insurance programs and risk management information system.
- 2.2 Work Order: Subordinate agreement executed pursuant to this Master Agreement, for performance of a specific project/task which the Chief Administrative Officer has determined can be best performed by a Master Agreement Contractor.
- 2.3 Master Agreement Contractor: Any consultant that qualifies and has entered into a Master Agreement with the County.
- 2.4 Work Order Request: Solicitation of proposals by County to Master Agreement Contractors for a specific project/task. The Work Order Request will describe in detail the specific project/task, including but not limited to, the scope of work, completion date and other requirements.



- 2.5 Statement of Work: A written description of project/task and deliverables desired by County for each specific Work Order.
- 2.6 County's Commercial Insurance Program: Programs which the County has purchased or may purchase via a policy of insurance from an underwriter or group of underwriters to provide coverage for specified risk exposure(s).
- 2.7 County's Self-Insurance Program: Programs in which the County self-funds its liability losses in lieu of purchasing commercial insurance coverage.
- 2.8 Risk Management Information System: An automated electronic database and reporting system which supports claims administration, financial, statistical and loss prevention functions performed by the County and its third party claims administrators.
- 2.9 Workers' Compensation: Primary objective of the program to provide all Workers' compensation benefits required under State law to injured County employees on a timely basis, and at the least possible cost to the County.
- 2.10 Occupational Health Programs: Establishment and administration of a comprehensive program to include as required; medical, psychological evaluations, counseling, preventative medicine and wellness programs, development and implementation of policies and procedures for specialized countywide health and safety programs.
- 2.11 STD and LTD Programs: Early Return to Work Program was established to conserve human resources by returning ill or injured employees to work as soon as possible. Long Term Disability provides income benefits to employees who are expected to be disabled from the job six months or more.

### 3.0 **COUNTY'S PROGRAM MANAGER**

The County's Program Manager for this Agreement shall be the Chief Administrative Officer (CAO). The County's Program Manager has express authority to execute all Work Orders for County under this Agreement. All work performed under this Agreement shall be subject to the approval of the County Program Manager or his designee(s), who shall be responsible for ongoing evaluation of Contractor's performance and have full authority to direct the Contractor in areas relating to policy, procedures and other matters within the purview of this Agreement.

#### 4.0 **CONTRACTOR'S MANAGERS**

Contractor's Contract Manager shall be:

Joanette Alpert, MS, PT, CIE, CPE  
Woodward, Alpert & Associates, Inc.  
1651 East Fourth Street, Suite 234  
Santa Ana, CA 92701

Telephone: (714) 565-3100

Fax: (714) 565-1015

E-mail: [ergoexperts@earthlink.net](mailto:ergoexperts@earthlink.net)

The Contract Manager shall have overall responsibility for the performance of Contractor's activities under this Agreement and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this Agreement.

A specific Project Manager shall be designated in response to a Work Order Request and will be responsible for the day-to-day activities related to the Work Order. The designated Project Manager will report to County in the manner set forth in the Work Order. The designated Project Manager shall be a full-time employee of Contractor, and any replacement of the Project Manager shall be subject to written approval by County's Program Manager.

#### 5.0 **CONTRACTOR PERSONNEL**

The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Work Order's Statement of Work. The Contractor will ensure that its staff possess the required professional licenses and certificates, if any, required by State of California. Except for events beyond the Contractor's control or when mutually agreed to, personnel assigned to a Work Order will remain assigned until the Work Order is completed. The Contractor will make every attempt to immediately fill the vacant position with a qualified person however, if the position remains vacant for more than five working days, the County may assess liquidated damages against the Contractor.

The County reserves the right to approve or disapprove any of the Contractor's assigned personnel or any proposed changes in the Contractor's personnel and to require replacement of the Contractor's personnel under a Work Order. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

## 6.0 **TYPE OF CONSULTANT SERVICES**

Consultation involving one or more of the following professional specializations may be needed by the County:

- 6.1 Commercial Insurance - Specialists in the areas of property, casualty and disability insurance. This might require professionals such as brokers, underwriters and claims adjusters.
- 6.2 Self-Insurance - Specialists in the areas of auto, general and professional liability self-funded programs, including obtaining annuities for structured settlements. This might include actuaries, claims and legal defense administrators, loss prevention, annuity, and fraud experts.
- 6.3 Information Systems - Specialists in the area of risk management information systems. This might include systems analysts, software programmers and trainers.
- 6.4 Workers' Compensation - Specialists in areas of claims administration, vocational rehabilitation services, and return to work administration. This requires professionals such as claims and legal administrators, claims adjusters, vocational rehabilitation counselors, return-to-work/ STD and LTD experts, structured settlement experts, medical management consultants and actuaries.
- 6.5 Occupational Health Programs - Specialists in areas of board-certified occupational health physicians to assist in addressing key occupational health issues which could include, but is not limited to the development or revision of occupational health program policy, procedures and protocol; advise on occupational health and related issues; conduct specialized research; confer with medical and professional personnel; consult in planning and directing occupational health program; meet and confer as needed.
- 6.6 Risk Management Training - Specialists in the area of risk management with the ability to provide seminars and training sessions for County personnel concerning claim and risk control issues.

## 7.0 **ASSIGNMENT OF WORK ORDERS**

The following describes the normal process to be utilized to select and award a Work Order for a given project. However, at the sole discretion of the County's Program Manager, a Work Order may be awarded directly to a specific consultant.

7.1 Project Initiation/Work Order Request

The County Program Manager will determine when a project can best be performed by a Master Agreement Contractor and will issue a Work Order Request to all Master Agreement Contractors on the panel qualified for the type of consultant service. The Work Order Request will include a detailed description of the scope of work, deliverables, completion dates, and any other specified requirements in the Statement of Work.

7.2 Proposal Submission

Interested Master Agreement Contractors will submit proposals which must include at a minimum the following:

7.2.1 A detailed approach to the project with a full description of the methodology to be employed and a timetable for project completion.

7.2.2 Resumes of proposed personnel, including the project manager who will be responsible for coordination of the project, supervisory personnel and other staff to be assigned to the project.

7.2.3 A description of the consultant's experience and capabilities.

7.2.4 A total cost to complete the project, itemizing the number of hours and cost by job classification for the staff participating in the project, at an hourly rate equal to or below those in the consultant's Master Agreement.

7.3 Evaluation/Selection

An evaluation committee will evaluate and score the proposals based on factors which may include, but not necessarily be limited to, the following:

7.3.1 Quality of Work Plan

7.3.2 Experience of Personnel and the Firm

7.3.3 Work Schedule and Completion Date

7.3.4 Project Costs

These factors may be weighted depending upon the type of project being evaluated. The County Program Manager or his designee may negotiate with the firm receiving the highest score for any additional services or enhancements to the Work Order. The Master Agreement Contractor who

## MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

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receives the highest score will be recommended to the County's Program Manager who is authorized to execute the Work Order.

### **8.0 WORK ORDER**

The Contractor shall fully perform, complete and deliver as required, all tasks, deliverables, reports, services and other work as set forth in each Work Order. The Contractor shall perform the services within the agreed upon cost, and any cost in excess of the agreed cost shall be the responsibility of the Contractor.

The Contractor agrees that should work be performed outside the scope of any Work Order without the prior written approval of the County's Program Manager, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against County.

In the event of any conflict between any provision in a Work Order and the terms of this Master Agreement, the Work Order will prevail.

### **9.0 TERM**

9.1 The term of the Master Agreement shall commence the first business day following award by the Board of Supervisors and shall continue in full force and effect until December 31, 2006. The Contractor's delivery of services hereunder shall commence at a date mutually agreeable to the parties but in no event shall the implementation date be later than December 31, 2006.

9.2 In the event of expiration or prior termination of the term of this Agreement, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

### **10.0 CONTRACT SUM**

Funds will only be expended when consulting services are needed to complete an individual project. Payments made for work completed will be charged to the appropriate General, Special and/or Enterprise Fund. Funding is available for this purpose in the applicable 2003-2004 Budgets. Funds for payment of work performed in the future fiscal years will be subject to appropriation by the County Board of Supervisors.

### **11.0 INVOICES AND PAYMENT**

The Contractor fees shall be payable on a time and expense basis, however, rates will not exceed rates quoted for personnel and other costs listed in Attachment A, Contractor Fees, hereunder. The Contractor Fees shall include all applicable

taxes, and any additional taxes that are not included remain the responsibility of the Contractor. The Contractor shall submit an invoice to the County Program Manager for approval and payment within 30 days upon receipt of invoice. County will withhold ten percent (10%) of all approved progress payments until the final Contractor report is accepted.

**12.0 APPROVAL OF WORK**

All tasks, deliverables, services or other work performed by the Contractor for any Work Order issued is subject to the written approval of the County Program Manager or his designee. Approval or rejection of deliverable(s) will not be unreasonably withheld and in no instance will exceed more than four (4) weeks from receipt of the deliverable by the County.

**13.0 CHANGES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Master Agreement and any other provisions of this Master Agreement. All changes shall be accomplished as follows:

**13.1 Master Agreement Changes**

For any changes which affect the scope of work, term, payments, or any provision included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.

For any change which does not affect the scope of work, term, payments, or any provision included in this Master Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

**13.2 Work Order Changes**

Changes affecting the Statement of Work or maximum dollar amount of any Work Order shall be accomplished by a Work Order Amendment executed by the County's Program Manager or his designee and Contractor's Contract Manager.

Changes extending the period of performance or changes affecting Contractor's project personnel, shall be accomplished by written notification from the Contractor's Project Manager, and acceptance or rejection by the County's Program Manager or his designee.

**14.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 14.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a ten (10) day prior written Notice of Termination specifying the extent to which the work is terminated and the date upon which such termination becomes effective. Said notice of Termination shall be given by the County Program Manager.
- 14.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:
- 14.2.1 Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 14.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
  - 14.2.3 Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.
  - 14.2.4 In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due the County.
- 14.3 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under

this Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

**15.0 RECORD RETENTION AND INSPECTION**

Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is later.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such other location in the County as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a one hundred (100) mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

**16.0 ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT**

If, at any time during the term of this Agreement or four (4) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments hereunder to the Contractor.



If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.

**17.0 LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

**18.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.

**19.0 INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

**20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

**20.1 Evidence of Insurance or Comparable Self-Insurance Program:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Delta Uyenoyama, Chief  
Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this Agreement.
- 20.1.2 Clearly evidence all coverages required in this Agreement.
- 20.1.3 Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 20.1.4 Include copies of the additional insured endorsement, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

**20.2 Insurer Financial Ratings:** County recognizes that Contractor maintains a self-insurance program.

**20.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

**20.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- 20.4.1 any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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- 20.4.2 any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
  - 20.4.3 any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
  - 20.4.4 any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- 20.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 20.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- 20.6.1 Contractor providing evidence of insurance covering the activities of sub-contractors, or
  - 20.6.2 Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

### 21.0 **INSURANCE COVERAGE REQUIREMENTS**

- 21.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate :	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury :	\$1 million
Each Occurrence:	\$1 million

- 21.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 21.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 21.4 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

## 22.0 **BASIC HEALTH INSURANCE AND BENEFITS**

The Contractor will provide basic health coverage for employees of the Contractor who perform work under the provisions of this Agreement.

## 23.0 **COVENANT AGAINST FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## 24.0 **GOVERNING LAWS AND VENUE**

This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any application statute, regulation, or any other law which occurs after the effective date of this Agreement.

When an action is brought by either party to this Agreement, the action shall be brought in the Central District of the Los Angeles County Superior Court or the Central Civil Division of the Los Angeles Municipal Court.

**25.0 COMPLIANCE WITH LAWS**

25.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

25.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations and ordinances.

**26.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

26.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

26.2 In the event the Agreement is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.

26.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."

**27.0 NONEXCLUSIVE AGREEMENT**

This is a nonexclusive Agreement. The County reserves the right to contract with any and all successful proposers for the same or similar services.

**28.0 DELEGATION AND ASSIGNMENT**

The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.

28.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's request to the County, for approval to enter into a subcontract shall include:

28.1.1 A description of the services to be provided by a proposed subcontractor.

28.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

28.1.3 The proposed subcontract amount, together with the Contractor's cost or price analysis thereof. Subcontractor's hourly rate shall not exceed the hourly rates approved for Contractor by County.

28.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

28.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

**29.0 TERMINATION FOR IMPROPER CONSIDERATION**

The County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in

any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### **30.0 DISCLOSURE OF INFORMATION**

The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law.

However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:

30.1 The Contractor shall develop all publicity material in a professional manner.

30.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the County without the County's prior consent.

30.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

### **31.0 NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give

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notice thereof, including all relevant information with respect thereto, to the other party.

### **32.0 VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

### **33.0 WAIVER**

No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

### **34.0 NOTICES**

34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated at the address set forth on page two of this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Delta Uyenoyama, Chief  
Risk Management Operations, CAO  
County of Los Angeles  
3333 Wilshire Blvd, Suite 820  
Los Angeles, California 90010

34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.

### **35.0 NON-DISCRIMINATION IN EMPLOYMENT**

35.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or



political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 35.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 35.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 35.4 The Contractor shall allow the County's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 35.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

**36.0 NON-DISCRIMINATION IN SERVICES**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.

- 36.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage

or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.

36.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.

**37.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Sub chapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

**38.0 CONFLICT OF INTEREST**

The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Agreement.

**39.0 CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and Confidentiality Agreement" (Part D, Exhibit 8 of the RFP). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.

If Contractor does not wish to submit the signed Confidentiality Agreement, Contractor is still responsible for any wrongful dissemination of confidential information by it's employees, whether occurring within the course of employment or outside the course of employment.

40.0 **AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

41.0 **MERGER**

This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

42.0 **LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

43.0 **CONTRACTOR'S OFFICE**

The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location at least ten (10) calendar days prior to the effective date thereof, and secure the County Program Manager's approval.

44.0 **UNLAWFUL SOLICITATION**

44.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

44.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor/Employee Acknowledgment and

Confidentiality Agreement" (Part D, Exhibit 8 of the RFP).

**45.0 IMPROPER ACTS OR FAILURE TO ACT**

The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this Agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.

Contractor shall not be required to reimburse County if Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.

**46.0 COUNTY LOBBYIST ORDINANCE**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**47.0 COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

The County retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

**48.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

49.0 **CONSIDERATION OF HIRING PARTICIPANTS OF THE GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the position. The County will refer GAIN participants by job category to the Contractor.

50.0 **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

51.0 **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

52.0 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**53.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**54.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

54.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

54.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

54.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

54.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

54.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail it self of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

54.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

54.7 These terms shall also apply to subcontractors of County Contractors.

55.0 **CYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

56.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Division shall be grounds upon which County Board of Supervisors may terminate this agreement pursuant to Paragraphs 26.0, "Termination for Default of Contractor".

57.0 **COMPLIANCE WITH JURY SERVICE PROGRAM**

57.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.2 Written Employee Jury Service Policy:

- 57.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 57.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. The lesser number is recognized industry standard as determined by the County, or 2. Contractor has a long-standing practice that defines the lesser number of hours as full time. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Services Program shall be attached to the agreement.
- 57.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its 'exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.



57.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

58.0 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

MASTER AGREEMENT - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive  
Officer-Clerk of the Board of  
Supervisors of the County of  
Los Angeles

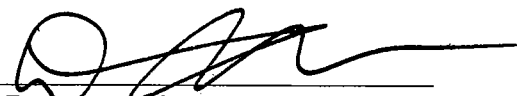
By \_\_\_\_\_  
Deputy

CONTRACTOR'S NAME

By Joanette Alpert VL, CFO  
Joanette Alpert VL, CFO  
Joanette Alpert, Contract Manager  
Woodward, Alpert & Associates, Inc.

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By   
Donovan Main  
Chief Deputy, County Counsel

**ATTACHMENT A**  
**CONTRACTOR FEES**

csr:g:RM ConsultMAFORMAT03..rev

# RFP - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

Part D / Exhibit 2  
(p. 1 of 2)

## MASTER AGREEMENT FOR RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES

### CONTRACTOR FEES

For evaluation purposes, proposers shall use the following format to submit pricing information for each type of project:

#### Type of Project

This pricing information is for: (Circle the type of project (s) on which you can work)

1. Commercial Insurance Projects
2. Self-Insured Projects
3. Risk Management Information Systems
4. Workers Compensation Claims Program
5. Occupational Health Programs
6. Loss Control and Prevention
7. Long Term Disability, Short Term Disability Programs
8. Actuarial Studies

#### Billing Rates

##### Personnel Costs:

Job Classification (to include but not be limited to the examples below)	Hourly Rates for Fiscal Year July 1 - June 30		
	2004	2005	2006
Partner	\$135.00	\$145.00	\$145.00
Program Manager	\$135.00	\$145.00	\$145.00
Project Manager	\$135.00	\$145.00	\$145.00
Occupational Medicine Specialist			
Actuary			
Workers' Compensation Claims Specialist			
LTD Hearing Officer			
Staff	\$135.00	\$145.00	\$145.00
Clerical	0	0	0

used in above rates. Rates are not to exceed maximum rates indicated on Exhibit 3.)

examples:	
Mileage	cost per mile standard rate
Photocopy	cost per page 0
FAX	cost per fax 0
Parking	at rate incurred

**CHIEF ADMINISTRATIVE OFFICE  
RISK MANAGEMENT AND INSURANCE CONSULTANT SERVICES  
MAXIMUM EXPENSE RATES**

Photocopy/Fax	Meals*	Airport Parking	Mileage	Lodging
N/A ¢ per page up to 5,000 10¢ for each page at page 5,000 and over  - OR -  15¢ per page for any and all copies	Breakfast \$10.00  Lunch \$12.75  Dinner \$32.25  Daily Maximum \$43.50	Burbank \$5.00  John Wayne \$12.00 (Auxiliary Lot)  LAX \$10.00 (Lot - C)  Ontario \$12.00 (Lots 2 & 4) \$6.00 (Lot S) &9.00 (Lot 3)  Long Beach \$6.00  Porterage per day \$1.00	In Southern California:  New County Rate for all Miles: \$.325	\$165.50 per night with voucher single-occupancy plus hotel taxes  \$20.00 per night without voucher

• Meals and lodging are reimbursable only as pre-authorized by County Program Manager.

MASTER AGREEMENT  
RISK MANAGEMENT  
AND  
INSURANCE CONSULTING SERVICES

- Commercial Insurance – property, casualty, and disability insurance brokers, underwriters and claims adjusters.
- Self-Insurance – actuaries, claims and legal defense administrators and examiners, loss prevention specialists, structured settlement (annuity) specialists, and fraud experts in the areas of auto, general and professional liability.
- Information Systems - systems analysts, software programmers, trainers and other risk management information specialists.
- Workers' Compensation - claims and legal administrators and examiners, vocational rehabilitation counselors, return-to-work experts, structured settlement experts, medical management consultants, and actuaries.
- Occupational Health - board-certified occupational health physicians and related experts in occupational health program policies, procedures and protocols, and specialized occupational health research.
- Loss Control and Prevention – certified professionals and other experts in safety, industrial hygiene, indoor air quality, workplace ergonomics, health and safety training, motor vehicle safety training, and risk analysis.
- Long Term Disability, Short Term Disability and Survivor Income Benefit Program – hearing officers, disability officers, and medical evaluators in the areas of claims administration and disability standards.
- Risk Management Training – risk management specialists to provide seminars and training sessions for County personnel concerning claim and risk control issues.

View and Search Class

Page 1 of 1

Award information has not been added at this time.

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### Bid Information

**Bid Number :** CAO01-034

**Bid Title :** INVITATION TO SUBMIT A PROPOSAL TO THE COUNTY OF LOS ANGELES FOR RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

**Bid Type :** Service

**Department :** Chief Administrative Office

**Commodity :** CONSULTING SERVICES - INSURANCE

**Open Date :** 8/11/2003

**Closing Date :** 9/25/2003 11:00 AM

**Bid Amount :** N/A

**Bid Download :** Available

**Bid Description :** The County of Los Angeles announces the issuance of a Request for Proposal (RFP) for risk management and insurance consulting services. Interested consulting firms may obtain copies of the RFP by contacting:

Los Angeles County, Chief Administrative Office  
Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010  
(213) 351-6433

The deadline for submitting proposals is 11:00 a.m., Thursday September 25, 2003.

**Contact Name :** Cathy Stein-Romo

**Contact Phone# :** (213) 351-6433

**Contact Email :** [cstein@cao.co.la.ca.us](mailto:cstein@cao.co.la.ca.us)

**Last Changed On :** 9/10/2003 4:28:04 PM

[Back to Last Window](#)

[Back to Award Main](#)

**COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)**  
**Information Forms**



# FP - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

Part D / Exhibit 4

## County of Los Angeles – Community Business Enterprise Program (CBE)

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

#### LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: The Kilbourne Company

☒ I AM NOT ☐ I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : \_\_\_\_\_

**FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify) \_\_\_\_\_

Total Number of Employees (including owners): 6

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	1			3

**I. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

**V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Frederick W. Kilbourne	<i>F. Kilbourne</i>	President	Sept. 2, 2003

## RFP - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

Part D / Exhibit 4

## County of Los Angeles – Community Business Enterprise Program (CBE)

## Request for Local SBE Preference Program Consideration and

## CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

## I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Warren, McVeigh &amp; Griffin, Inc.

☒ I AM NOT \*☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number :

## II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify)

Total Number of Employees (including owners): 4

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander					1	
American Indian						
Filipino						
White	2			1		


## III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

## IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

## V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Gary W. Griffin		Executive Vice President	9/9/03

OAAC:local SBE Form - Revised 10/23/02

\* We are a California certified small business

# Los Angeles County Community Business Enterprise CBE

## RFP - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

Part D / Exhibit 4

### County of Los Angeles - Community Business Enterprise Program (CBE)

#### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

#### I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: EH&S Resources Inc	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number : 11598001	

#### II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 5						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American		1			2	1
Hispanic/Latino						1
Asian or Pacific Islander						
American Indian						
Filipino						
White						

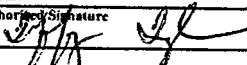
#### III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	100 %	%	%	%	%	%

#### IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

#### V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Tiffany Taylor	Authorized Signature 	Title President	Date 9/22/03
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OAAC:local SBE Form - Revised 10/23/02

# RFP - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

## County of Los Angeles - Community Business Enterprise Program (CBE) Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

Part D / Exhibit 4

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

### I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

**FIRM NAME:** HEALTH Science Associates

☒ I AM NOT ☐ I AM ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

My County (WebVen) Vendor Number :

### II. FIRM/ORGANIZATION INFORMATION:

The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:** ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify)

**Total Number of Employees (including owners):**

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			2		3	1
Asian or Pacific Islander				1	3	4
American Indian						
Filipino					1	2
White	1	1	5	4	13	10

### III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

### IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

### V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

**Print Authorized Name:** JANNE WITZEL **Authorized Signature:** [Signature] **Title:** Admission Director **Date:** 9/18/03

OAAC:local SBE Form - Revised 10/23/02

## County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**FIRM NAME: ARM Tech☒ I AM NOT☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number :

**FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify)

Total Number of Employees (including owners):

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owner/Partner/ Associate Partner		Manager		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						2
Asian or Pacific Islander			1		1	
American Indian						
Filipino						
White			2	2	4	4

**II. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. \*\*

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**7. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
Not applicable					

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name

Steven P. Kahn

Authorized Signature



Title

Managing Director

Date

CAC:local SBE Form - Revised 10/23/02

\*\* Corporately owned by a publicly traded company.

# RFP - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

Part D / Exhibit 4

## County of Los Angeles – Community Business Enterprise Program (CBE)

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

#### I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>KELLOGG-CUTLER-YENCHEK</u>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number : _____	

#### II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	—	—	—	—	—	—
Hispanic/Latino	—	—	—	—	—	—
Asian or Pacific Islander	—	—	—	—	1	—
American Indian	—	—	—	—	—	—
Filipino	—	—	—	—	—	—
White	3	—	—	—	1	8

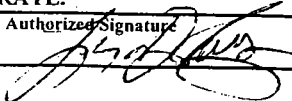
#### III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

#### IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
N/A					

#### V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>LOYD W. CUTLER</u>	Authorized Signature 	Title <u>CEO</u>	Date <u>10-9-03</u>
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OAAC:local SBE Form - Revised 10/23/02

# RFP - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

Part D / Exhibit 4

## County of Los Angeles – Community Business Enterprise Program (CBE)

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

#### I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>SHELTER ISLAND RISK SERVICES, LLC</u>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number : _____	

#### II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	-	3	1	2	3

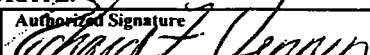
#### III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	100 %

#### IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

#### V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>RICHARD F DENNING</u>	Authorized Signature 	Title <u>PRESIDENT</u>	Date <u>9-9-2003</u>
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JAAC:local SBE Form - Revised 10/23/02

# RFP - RISK MANAGEMENT AND INSURANCE CONSULTING SERVICES

Part D / Exhibit 4

## County of Los Angeles – Community Business Enterprise Program (CBE)

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

#### I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>INDUSTRIAL HYGIENE MANAGEMENT, INC.</u>	
<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input checked="" type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number :	

#### II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	2	1				

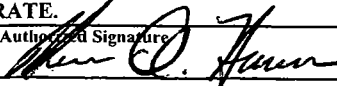
#### III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	49 %
Women	%	%	%	%	%	51 %

#### IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
CALIFORNIA UNIFIED CERT. PROGRAM (CUCP)		X			JAN 31, 2006

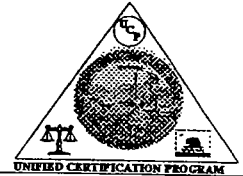
#### V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Thomas D. Harmon		PROJ. MGR.	9/8/03

LAAC:local SBE Form - Revised 10/23/02



# CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



January 31, 2003

Ms. Jamie Hammer  
Industrial Hygiene Management  
122A East Foothill Boulevard #330  
Arcadia, CA 91006

**RE: DISADVANTAGED/WOMEN BUSINESS ENTERPRISE  
(DBE/WBE) RECERTIFICATION APPROVAL CCA - 8870**

Dear Ms. Hammer:

We are pleased to advise you that after careful review of your application and supporting documentation, the City of Los Angeles has determined that your firm meets the eligibility standards to be recertified as a **Disadvantaged/Women Business Enterprise (DBE/WBE)** as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs and the City of Los Angeles DBE/MBE/WBE directory under the following specific areas of expertise that you have identified on the business service form for contracting opportunities:

**Work Category Code**  
**18990**

**Description**  
**Services, NEC**

**NAICS Code**  
**541690**

**Description**  
**Industrial Hygiene Consulting**

Your DBE certification is good for three years from the date of this letter and applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the California Department of Transportation's website at [www.dot.ca.gov/hq/bep/](http://www.dot.ca.gov/hq/bep/) and the City of Los Angeles DBE/MBE/WBE database at [www.lacity.org/bca](http://www.lacity.org/bca). Any additions and revisions must be submitted to the City of Los Angeles for review and approval.

After the three-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. You will be notified of the pending DBE status review and any documentation update necessary prior to the expiration date.

The Regulations also require annual updates during this three-year period. In order to assure continuing DBE status, you must submit annually a DBE Declaration with supporting documentation, in the format, which will be sent to you. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will

continue until the three-year certification has expired.

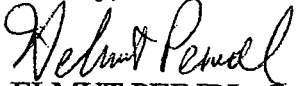
Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailling address, ownership, management, or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. DBE certification is subject to review at any time. Failure to submit forms and/or change of information will be deemed as failure to cooperate under Section 26.109 of the Regulations.

Your DBE certification status will be honored by all of the U.S. DOT recipients in California.

Congratulations, and thank you for your interest in the California Unified Certification Program (CUCP). We wish you every business success and look forward to hearing from you if we may be of any assistance to you in this regard.

Should you have any questions, please contact John de la Rosa at (213) 847-5575 or e-mail at [jdelaros@bca.lacity.org](mailto:jdelaros@bca.lacity.org).

Sincerely,

  
HELMUT PEINDL, Certification Manager  
Office of Contract Compliance  
Bureau of Contract Administration

## County of Los Angeles – Community Business Enterprise Program (CBE)

## Request for Local SBE Preference Program Consideration and

## CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

## LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Woodward, Alpert and Associates, Inc.☒ I AM NOT☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : \_\_\_\_\_

**FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify) \_\_\_\_\_

Total Number of Employees (including owners): \_\_\_\_\_

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White		2				2

**PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Name	Authorized Signature	Title	Date
<u>Janet Alpert</u>	<u>Janet Alpert</u>	<u>VP, CFO</u>	<u>9/3/03</u>

Local SBE Form - Revised 10/23/02